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The Solicitors' Journal.

LONDON, AUGUST 22, 1874.

THE BALLOT for the election of members of the Council of the Incorporated Law Society, in place of the retiring and deceased members, has resulted in the re-election of all the retiring members, and the election of Mr. Richard Boyer in the place of the late Mr. John Henry Bolton.

THE DECISION in *Williamson* v. *Frere* (22 W. R. 878) that there is no privilege for a libellous communication sent through the post-office by telegram, seems at first sight startling, because people are apt to look on a telegram as equivalent to a letter, and to consider the duty of secresy imposed on the post-office officials as of the same effect as the envelope which conceals a letter. But, apart from the consideration that the obligation to secresy may be, and too often is, violated, it is plain that there is all the difference in the world between the envelope which conceals the letter from all the world, and the living agents, the officials of the post-office, who only conceal the message from the rest of the world, and who may be themselves the very persons communication to whom of the libellous matter is the most injurious to the defamed person. In truth, when the matter is examined, it is impossible to find any argument which will bear to be stated for the new privilege which the defendant claimed in this case; and it is still more clear that it comes within none of the classes of privileged communications which have been hitherto recognised. In *Williamson* v. *Frere* it was found by the jury that there was no necessity for communicating by telegram, which, as the court observed, was strong evidence of express malice; but the court declined to decide the matter on this ground, and refused a rule to enter a verdict for the defendant on the broader ground that there was no privilege.

The decision of the court goes the full length of laying down that a telegraphic communication is a publication to the clerks who are employed to transmit the message; and that such a publication is not *per se* privileged. But it does not decide the question how the matter would stand if circumstances existed which, as between the defendant and the addressee of the telegram, would make the communication privileged, and would also make it necessary that the communication should be by telegram, if it was to be effectually made at all. This question does not depend on anything peculiar to the post-office or to telegrams; but is only the question whether a person who is by social duty or common interest privileged in making a communication to another person, is also privileged in making that communication to a third person in order that it may be communicated by him to the other, when the circumstances make any other mode of communication practically impossible. Suppose for instance that the sender of a message were a paralytic and could neither write nor go; or suppose the person to whom the letter was sent, were blind, so that he must read his letters by others' eyes; the case would be similar, though perhaps a case of higher necessity. We do not know that this question has ever been decided, or even raised, but the correct answer to it, whatever that may be, will be also the answer to the supposed case of a message necessarily sent by telegraph.

A SOMEWHAT CURIOUS QUESTION, and one of no little importance to a rather large class of tenants in Ireland, was decided by the Court of Exchequer Chamber in that country in the case of *Wright* v. *Tracy*. Section 69 of the Landlord and Tenant (Ireland) Act, 1870, provides that "where any tenancy at will, *or less than a tenancy from year to year*, is created by a landlord after the passing of this Act, the tenant under such tenancy shall, on quitting his holding, be entitled to notice to quit and compensation, in the same manner in all respects as if he had been a tenant from year to year." In the above case the question arose whether a tenancy for one year certain, created after the passing of the Act, was within the section, and this of course depended upon whether such a tenancy was "less than a tenancy from year to year." The majority of the court were of opinion that it was not less than a tenancy from year to year, and consequently that a notice to quit was not required to determine it. Two of the learned judges who came to this conclusion appear to have founded it upon the consideration that tenancy from year to year had its origin in tenancy at will, and that although it cannot be determined without a notice to quit, it is still "in its nature" a tenancy at will. The grounds upon which Palles, C.B., based his decision are not to be very easily gathered from his short judgment. He is reported to have said, "there is little difference of opinion among the members of the court as to the meaning of a tenancy from year to year; it is for one year certain, with a springing interest arising out of the original contract." This appears to be somewhat inconsistent with the view taken by Whiteside, C.J., who founds his opinion on the doctrine that a tenancy from year to year is to be treated as recommencing every year. We venture to think that if the decision can be supported at all it must be on this last ground; for as between a tenancy which determines absolutely at the end of the year and a tenancy only determinable at the end of the year, there would seem to be little reason for doubt that the former is a less interest than the latter. But it is worthy of notice that the doctrine that a tenancy from year to year recommences every year rests mainly on an opinion expressed at *nisi prius* (*Tomkins* v. *Lawrence*, 8 C. & P. 729), and that although the judges of the Queen's Bench applied it for a particular purpose in *Gandy* v. *Jubber* (12 W. R. 526, 5 B. & S. 78), the Exchequer Chamber apparently disapproved of this application of the doctrine. One noteworthy result of the Irish decision is that there are now three conflicting descriptions of a tenancy from year to year, each of which is supported by high authority. There is first of all the curious opinion of the English Court of Exchequer Chamber in the undelivered judgment in *Gandy* v. *Jubber* (9 B. & S. 15), that the true nature of a tenancy from year to year created by express words "is that it is a lease for *two* years certain, and that every year after it is a springing interest arising out of the first contract, and parcel of it." Next we have the decision of the Irish Exchequer Chamber, in the recent case, that a tenancy from year to year is "a tenancy for one year certain and no more." And lastly there is the description (which we take to be the correct one) cited by Parke, B., in *Oxley* v. *James* (13 M. & W. 214), and adopted by Wood, V.C., in *Cattley* v. *Arnold* (1 J. & H. 660), of an estate from year to year as "a lease for a year certain, with a growing interest during every year thereafter, springing out of the original contract and parcel of it."

WHEN THE LORDS JUSTICES, on rising for the vacation, congratulated the bar and the suitors that no arrears of

work were left in any branch of the court, their Lordships probably had in view the diminution which has occurred in the number of causes on the books as compared with the number at the beginning of the legal year. But when it is considered that 367 causes, &c., still remain on the books, the absolute freedom from arrears is not quite so apparent as might be supposed. We believe the facts are that at the beginning of the year 531 causes, &c., were on the books, and that a decrease has occurred in this number of 164. This shows good progress to have been made, and it will be found in point of fact that the work performed by the several judges of the Court of Chancery during the year just closed has exceeded that of the previous year, although the sittings have been rather fewer. The several courts sat in the aggregate on 847 days, whereas in the previous year they sat on 881 days. The gross total of matters disposed of in court amounted to 6,571, being 170 more than in the corresponding period of the previous year. The work done by the respective branches of the court is as follows:—The Lord Chancellor for the time being sat alone 9 days and with the Lords Justices 47 days. The Lords Justices sat without the Lord Chancellor on 106 days. The business disposed of by the Appeal Court consisted of ninety-three rehearings and appeals, 64 appeal motions, 19 appeal petitions, 13 original petitions, and 29 original motions, besides several appeals from the County Palatine of Lancaster and from the Stannaries Court.

The Master of the Rolls sat on 175 days, and, among other matters, disposed of 428 motions for a decree, 83 causes, 170 further considerations, 60 petitions under the Companies Acts, 532 other petitions, and 460 special motions.

Vice-Chancellor Malins, during sittings on 174 days, disposed of 289 motions for a decree, 32 causes, 138 further considerations, 51 petitions under the Companies Acts, 805 other petitions, and 483 special motions.

Vice-Chancellor Bacon sat on 173 days, including the days on which he sat as Chief Judge in Bankruptcy. The Chancery business disposed of in this branch of the court comprised 159 motions for a decree, 45 causes, 80 further considerations, 10 petitions under the Companies Acts, 307 other petitions, and 137 special motions.

Vice-Chancellor Hall sat on 163 days, and, among other matters, disposed of 312 motions for a decree, 39 causes, 181 further considerations, 19 petitions under the Companies Acts, 577 other petitions, and 260 special motions.

Appeals from county courts amounted to 9 in number. In the previous year there were 14 such appeals.

The work in the chambers of the judges has been heavy in proportion and increasing in importance as well as in quantity.

As soon as may be after the 30th July, and not later than the 1st September, the various county licensing committees are to consider all the cases with respect to which "it is incumbent upon them" to make orders (1) declaring collections of houses to be included in a town, and (2) determining areas to be populous by reason of the density of their population, for the closing purposes of the Licensing Act, 1874. (See section 3, sub-section 2, and section 32 of that Act.) The expression "it is incumbent upon them" is an odd one, and still more odd is its position, for it is to be found, together with the whole machinery for making the orders, in the interpretation clause of the Act, *apropos* of the definitions of "town" and "populous place." The reasonable construction of the expression would seem to be that the county licensing committees are only to take, as it were, general surveys of their districts, and make orders where necessary; not that a collection of houses or densely-populated place, if passed over, would have a statutory right to have an order made in its favour. The task may prove to be one of some difficulty, and the county magistrates may well regret the abolition of their more extensive but less vague functions under the Act of 1872. It will be consoling, however, to reflect that, once made, the order will, in the ordinary course of things, hold good till next census; for we do not expect that many meetings will be held between 1874 and 1881 for the express purpose of making "an order not restrictive of any order previously made."

As to the Act of the last session generally, although in itself it will probably present but few difficulties of construction, its amendments are so numerous as to make one wonder how it could be worth while to do so much without attempting consolidation. It is close upon half a century since the consolidating statute of 1828, and from that day to this, restriction has been succeeded by mitigation, and mitigation in its turn by restriction, and local discretion as to hours of closing has been interchanged with statutory fixity for hours, in a long line of only partially repealed statutes,—one of the results being that there are about twenty different kinds of retail licence, depending on as many different Acts. Add to this the order of exemption from closing, the occasional exemption from closing, and the occasional licence (all three quite different, and the last of them having three additional excise statutes of its own), the seven different value qualifications contained in four different statutes, and last, though not least in order of complexity, the procedure in and the title to renewal, and add the fact that the foundation of the whole law of licensing is the archaic "Intoxicating Liquor Licensing Act, 1828," and it will easily be seen that the next step ought to be towards consolidation.

WARRANTY IN CONTRACTS OF CONSTRUCTION —IMPOSSIBLE CONTRACT.

The recent case of *Thorn* v. *Mayor of London* (22 W. R. 656, L. R. 9 Ex. 163), decided a point which is not only of considerable importance to engineers and contractors, but has an important bearing on the general principles of contract law. We believe that many years ago an opinion was given by a learned judge now on the bench against the maintenance of such an action as was there attempted; and this fact, coupled (if we may venture to say so) with the obvious correctness of that opinion, may be the cause why, notwithstanding the many opportunities that must have occurred for raising the question, and the magnitude of the sums involved in its decision, the matter has now been presented to the courts for the first time. The contention of the plaintiff was, that upon a contract for the execution of works according to the plan and specifications of the employer's engineer, there is an implied warranty that the works can be carried out according to the designs, and in the method stipulated for. In the present case, which related to the contract for the erection of Blackfriars-bridge, a good deal of argument turned on the particular provisions of the contract, which the plaintiff asserted to favour his view; but as there was really nothing there which substantially assisted his argument, the case may be taken as if it involved simply the bare question as we have stated it above. When so stated it is difficult to find any solid argument in favour of the existence of such a warranty. The general rule is that contracts which at the time of making them are impossible of performance (which is the assumed case), are void; there was a common mistake; both parties having contracted under a belief that that could be done which in fact could not, neither is bound. It lies on the party asserting the contrary to show from the express terms, or from the nature or circumstances of the contract that the other undertook that performance should be possible; from the mere existence of the contract no such inference can be drawn in favour of either side. But in the present case there was certainly nothing in the terms, and there was also nothing in the nature or circumstances of the contract

which led to such an inference. The contractor was by his business in the position of a skilled person, or, if not himself a skilled person, a person who for his own interest must necessarily have the command of (and was in fact found by the case to be provided with) skilled service. He was at least therefore in no worse a position for protecting his interest than the persons who employed him; and there was no more reason why he should be protected by their warranty than why they should be protected by his.

If, however, a contract which at the time of making it is impossible of performance, is void, a difficulty may arise where, as was the case here, the impossibility only manifests itself in the course of the work, or where even (which was *not* the case here) it could not have been discovered earlier by the exercise of reasonable care and skill. The contractor is not bound to go on with the contract; the employer is not bound to go on upon any other terms than those of the contract. It may be that the whole design is impossible; it may be that (as here) it is only the method of carrying it out that is impossible. In either case, what is the rule as to payment? Neither side gets what he bargained for; the one does not get the thing done, the other does not get the opportunity of earning his money. The contractor cannot sue for money which was only to be paid on a performance which has never taken place, which can never take place, and without which, perhaps, all that has been done is useless. On the other hand, it is difficult to maintain that the employer is to get the benefit, which may be great, of what has been already done, without payment. But the question of what are the rights of the parties cannot possibly depend upon what may turn out to be the beneficial character of the work done; and probably the case would have to be solved by the application of the rule laid down in *Appleby* v. *Myers* (L. R. 2 C. P. 651, 15 W. R. C. L. Dig. 127), with reference to a contract the completion of which is rendered impossible by the destruction of its subject-matter after the work has commenced. It had been already decided in *Taylor* v. *Caldwell* (11 W. R. 726, 3 B. & S. 826), that the destruction of the subject-matter of the contract excused both parties from further performance. Much the same question, therefore, arises where a performance already commenced is arrested by a supervening accident, which, by destroying the subject-matter, puts an end to the contract, as in a case where the impossibility of completion manifests itself in the course of the performance. In *Menetone* v. *Athawes* (3 Bur. 1592), a ship which was under repair caught fire and was burned; and it was held that the shipwright was, notwithstanding, entitled to recover for the repairs actually done; there was no entire contract for the whole job. On the other hand, in *Appleby* v. *Myers*, where the plaintiff had contracted for the erection of certain machinery on the premises of the defendant for a lump sum (or rather for a set of lump sums), and whilst the contract was in course of performance the premises were burned, it was held by the Exchequer Chamber, overruling the decision of the Common Pleas, that the plaintiff could not recover any part of the stipulated price. In delivering judgment Blackburn, J., said, "Even on the supposition that the materials had become unalterably fixed to the defendant's premises, we do not think that, under such a contract as this, the plaintiff could recover anything unless the whole work was completed. It is quite true that materials worked by one into the property of another become part of that property. This is equally true whether it be fixed or movable property. Bricks built into a wall become part of the house; thread stitched into a coat which is under repair, or planks and nails and pitch worked into a ship under repair, become part of the coat or the ship, and therefore, generally, and in the absence of something to show a contrary intention, the bricklayer, or tailor, or shipwright is to be paid for the work and materials he has done and provided, although the whole work is not completed. It is not material whether in such a case the non-completion is because the shipwright did not choose to go on with the work, as was the case in *Roberts* v. *Havelock* (3 B. & Ad. 404), or because in consequence of a fire he could not go on with it, as in *Menetone* v. *Athawes* (3 Bur. 1592). But, although this is the *primâ facie* contract between those who enter into contracts for doing work and supplying materials, there is nothing to render it either illegal or absurd in the workman to agree to complete the whole, and be paid when the whole is complete, and not till then; and we think that the plaintiff in the present case had entered into such a contract."

Menetone v. *Athawes*, and *Appleby* v. *Myers*, exhibit the two extreme cases; but the ordinary case in contracts of construction lies between the two. Instalments are to be paid as the work proceeds, on certain portions being completed, or on the engineer's or architect's certificate. In such a case the proper inference would seem to be that what has been done previously to the impossibility manifesting itself must be taken as done finally; that sums which have been paid cannot be recovered, and that sums actually due and earned must be paid; the severance of the whole contract into portions leading to the inference that it was the intention of the parties that the accounts between them should be in that manner closed from time to time. Such a construction would be borne out by the analogous holding in *Clarke* v. *Spence* (4 A. & E. 448), and *Wood* v. *Bell* (4 W. R. 202, 553, 5 E. & B. 772, 6 E. & B. 355), where the provision that certain portions of the price of a ship should be paid upon certain stages in her construction being reached, was treated as evidence that the parties intended that the property in the parts so paid for should vest in the purchaser. The inference is not the same in the one case as in the other; but it seems equally well grounded.

We have dealt with the question as if the contract contained, within itself, no means of solving the difficulty. It will not, however, be lost sight of that contracts of this nature almost universally do (as the contract in the recent case did) contain means by which the difficulty (if not in itself insurmountable) may be met. These means consist in the power which the engineer has of varying the work, and of providing a compensation to the contractor for work thrown away, or additional costs incurred. These stipulations may or may not adequately screen the contractor against loss; but they afford a practical solution of the difficulty, and their presence forms another argument, if one were needed, against the existence of the supposed warranty.

ASSETS LIABLE TO PROBATE DUTY.

That probate duty only attaches on assets locally situated in England at the time of the testator's death was settled in *Attorney-General* v. *Hope* (1 Cr. M. & R. 530), the principle being that it was only to such assets that the jurisdiction of the Ordinary to grant probate extended. But in the recent case of *Attorney-General* v. *Pratt* (22 W. R. 615, L. R. 9 Ex. 140) probate duty was claimed in England in respect of unaccepted bills of exchange drawn at six months after sight, which were at the time of the testator's death on their way from abroad to England. The court decided in favour of the Crown, but to do so certainly required a rather subtle construction of the rule.

The bills in question represented moneys which the testator had paid into a bank at Calcutta, for remittance to the drawees in England on the testator's account. There were only three possible ways of putting the case. It might be contended that the bills were assets. This contention laid the Crown open to two difficulties; first, that in that case the assets were not, at the time of the testator's death, within the jurisdiction; secondly, that to hold the bills to be themselves the assets was directly contrary to the decision in *Yeoman* v. *Bradshaw* (Lord Holt, 42), which was recognised in *Attorney-General* v. *Bouwens* (4 M. & W. 171). Nevertheless it must be

admitted that the Chief Baron appeared to go the length of holding both that the bills were themselves assets, and that being on their way to England they were subject to probate duty as if they had been in England.

The rest of the court, however, were not prepared to take so bold a course. There remained, therefore, for them the two other views; the assets were either the fund or the debt represented by the bills. If the fund, then the difficulty arose that the only place where the funds were traced to was the bank at Calcutta into which the testator had paid his moneys. The bills had been immediately transmitted to England; and if the bills had not reached England it might certainly be inferred that the funds (even if transmitted at all) had not reached England either. Pigott, B., seems to have thought that he got rid of the difficulty by saying that the fund was transferred *in account*. If this means that the bank in Calcutta transferred the account from one side of their books to the other, it is obvious that this could make no difference in the locality of the fund. But, in fact, it is evident that if, contrary to the rule laid down in *Pott* v. *Clegg* (16 M. & W. 321), and *Hill* v. *Foley* (2 H. L. Cas. 28), and constantly recognised, the relation between the testator and the bank were anything but that of debtor and creditor, and the moneys paid in formed a specific fund belonging to the testator, no such specifically appropriated fund would exist in the hands of the bank in England. They *might* have been under some obligation to the bank in Calcutta to accept the bills; but this was the utmost extent of their liability. If then the bills did not represent a specific fund, they could represent nothing but an obligation. The original obligation was clearly on the bank at Calcutta. There was no evidence that there was anything to make a liability on the bank in England to the testator or his estate until the acceptance of the bills, which was not till after the testator's death. All the three judges who decided the recent case, however, seem to have held that the drawing of the bills, coupled with their subsequent acceptance, implied the existence of assets in some shape in England at the time of the testator's death; but they are discreetly silent as to the details of the state of things which they presume to have existed. The rule as it is laid down in *Attorney-General* v. *Hope*, though historically accurate, is perhaps unreasonably narrow in its operation; but the recent decision must be considered rather as a colourable evasion, than a construction of it.

RECENT DECISIONS.

EQUITY.

VENDOR AND PURCHASER—NOTICE.

Caballero v. *Henty*, L. J., 22 W. R. 446, L. R. 9 Ch. 447.

This case is an authority for the proposition that, as between vendor and purchaser, and whilst the matter still rests in contract, there is no pretence for saying that the intending purchaser, because he has notice of the occupation of a tenant, is bound to go and enquire of the tenant what is the nature of his tenancy. It would indeed be a strange thing to hold, as in this case it was contended ought to be held, that under any circumstances a man making a misrepresentation to another throws on that other the *onus* of finding out the misrepresentation; and that if he does not find it out before the contract of which it is one of the bases is signed, the person making the misrepresentation can file a bill for the specific performance of the contract. The case, however, is important because on the authorities as they stood immediately before its decision there was colour for the supposition that the doctrine so often laid down by Courts of Equity that notice of a tenancy is notice of all the rights of the tenant—a doctrine perfectly just as between a purchaser after the completion of his purchase and the tenant—was a doctrine that knew no limits as to the persons to be affected by it. In *James* v. *Lichfield* (18 W. R. 158, L. R. 9 Eq. 51), Lord Romilly, M.R., for the first time took this broad and untenable view; and his decision was quoted as an authority by the Court of Common Pleas in *Phillips* v. *Miller* (22 W. R. 485, L. R. 9 C. P. 196). As we pointed out in commenting on this latter case (*suprà*, p. 665) the decision did not call for any consideration of the point which arose in *James* v. *Lichfield*, and did not, therefore, add much weight to the view taken by the late Master of the Rolls, a view distinctly disapproved of by the Lords Justices in *Caballero* v. *Henty*.

COMMON LAW.

NEGLIGENCE—RAILWAY.

North Eastern Railway Company v. *Wanless*, H. L., 22 W. R. 561.

The affirmance of the decision of the Exchequer Chamber in this case (L. R. 6 Q. B. 481) agreeing with *Stapley* v. *London, Brighton, & South Coast Railway Company* (14 W. R. 133, L. R. 1 Ex. 21), and *Lunt* v. *London & North Western Railway Company* (14 W. R. 497, L. R. 1 Q. B. 277), establishes that the leaving open of the gates on a level crossing for carriages is such an intimation of safety to a foot passenger as, being untrue, constitutes negligence in the company towards him.

LIBEL—PRIVILEGE.

Street v. *Licensed Victuallers' Society*, Ex., 22 W. R. 553.
Davis v. *Duncan*, C. P., 22 W. R. 575.

These two cases may be noticed as indicating the extent to which the jury are the proper judges of whether an alleged libel is or is not libellous. In the first, a newspaper headed an account of a charge on which the plaintiff was given into custody with the words "Daring robbery." At the trial the judge nonsuited the plaintiff, but the court held that the case should have been left to the jury. In the second, the judge left to the jury the meaning of an equivocal expression which the plaintiff contended he should have construed, and the court held that he was right in doing so. It may be noticed that in the second case the question also arose whether a meeting called to hear election speeches from candidates was a meeting of such public interest as made the fair discussion of what took place there privileged. It was held (and could hardly have been doubted) that it was so.

REVIEWS.

LAW OF WARRANTIES.

A Treatise on the Law of Warranties and Representations upon the Sale of Personal Chattels. By THOMAS WILLIAM SAUNDERS, Barrister-at-Law, Recorder of Bath. London: Horace Cox. 1874.

We do not know that we can agree with Mr. Saunders that the subject he has chosen is one very well fitted for a separate treatise. It is but a branch of the law relating to the contract of sale, as indeed the title of the book itself expresses, and whether looked at from a practical or a theoretical point of view, there is nothing about it calling for a distinct and separate consideration. Indeed, so far as concerns the theoretical view of the subject, there is no attempt in the little volume before us to work it out; but both in the distribution of the matter and in the manner of dealing with it the author is almost ostentatiously governed by purely practical considerations, although, rightly understood, a careful theory is the best guide to practical convenience.

Passing over these preliminary objections, the book may probably prove a useful handbook of the branch of law it deals with, and certainly surpasses in accuracy most books of the class to which it belongs. The decisions are collected with care; and the very ample form in

which they are given almost precludes the possibility of any considerable error. Indeed, the citations are far too copious, and notwithstanding the plea by which the author seeks in his preface to justify their length, we are decidedly of opinion that a briefer statement would have been more practically useful. We must observe also that in several points the author does not seem to have at all clearly realised to his mind some of the cardinal distinctions in the subject; he is not clear as to what is an express and what an implied warranty (a question, it may be admitted, of some subtlety), nor does he seem to appreciate fully the distinction between warranties in the case of the sale of a specific article and in the case of goods to be supplied according to a description. The former error leads him to give instances of implied warranties under the head of express warranties, and *vice versâ*; the latter, amongst other consequences, involves him in a train of false reasoning with reference to the question of the warranty of provisions. The chapter as to sale by sample is not intelligently written; the statement of "the principles laid down in the lucid judgment" in *Mody* v. *Greyson*, 17 W. R. 176, L. R. 4 Ex. 49, is so far from being of practical value, that we must confess we cannot understand it; and the distinction between a sale of bulk by sample and sales by sample of goods supplied is evidently not understood.

THE HISTORY OF THE COMMON LAW.

The History of the Common Law of Great Britain and Gaul from the earliest period to the time of English Legal Memory. By JOHN PYM YEATMAN, Esq., Barrister-at-Law. Part I. Stevens & Sons.

The main purpose of this book, or of the present part of it, is to correct the misrepresentations of historians, who "affect to give to our law an exotic origin, and describe our polished ancestors as ignorant barbarians," and in particular to refute the notion that our common law is of Saxon origin. According to Mr. Yeatman, "the common law of to-day is the common law of the ancient Britons," who possessed a "system of jurisprudence of their own, superior even to the law of Rome." He admits that the only direct proof we have of British law is contained in the Welsh code of Howell Dda, which was "made less than 500 years after the departure of the Romans." He thinks it would not be difficult to point out those portions of the code which have been altered by the union of Britain with Rome, and those portions which the Welsh people after the separation from their compatriots "either amended, altered, or corrected," but so far as we have been able to discover, he does not in the present work make any attempt at this discrimination. We find, however, much ingenious speculation, both as to the origin of this code, and the wisdom and civilization of "our polished ancestors." We are told that "in process of time this happy island . . . became the abode of the wise men of the East." The Druids, who were the authors and custodians of the law "had retained the science of the Noachidæ, and must, in fact, have been the direct descendants of that son of Noah whose issue, it is conjectured, settled down upon this portion of the globe." Elsewhere we find it stated that this country must have been an important settlement "very early in the world's history, probably in the very age of Noah himself." The Romans, although they stamped out Druidism, respected and retained the British law. They prepared Britain for the reception of their laws, but did not impose them upon her. Mr. Yeatman looks with some favour upon the Roman occupation of Britain. The intermixture of Roman with British blood, he thinks, must have done much to elevate the people, and it is to this we owe the fact that "the true Englishman has the extraordinary combination of steadiness and majesty of demeanour with the hot blood and excitability of the Roman, so different from the phlegmatic and docile German."

Very different is the picture presented to us of the next period—the "awful," "horrible, and sickening period" of the Saxon "savages." Mr. Yeatman dwells upon the "crass ignorance," "low cunning," "gluttony and drunkenness," and other vices of those "barbarous people." He denies that they had "any real Government," and he scornfully terms them "a fortuitous concurrence of atoms from many tribes." That "wretched gibberish yclept Saxon," he thinks, has equal claims to be treated as an original language, "with the lingo of the Christy Minstrels," and he even suggests that it is a grave question whether Saxon was ever a written language, "whilst that people held any semblance of power in England." For the difficulty arising from the existence of so-called Saxon chronicles, codes, and charters, Mr. Yeatman affords a ready solution. "The whole body of Saxon literature," he says, "appears to the writer to be one huge lie." The "so-called Saxon codes are only scraps of British or English law, dishonestly selected, and intermixed with error and lies." As to the chronicles and charters, he argues with considerable ingenuity and acuteness in the last chapters of the work against their authenticity. As to the codes, Mr. Yeatman does not, as we understand him, deny their genuineness, in the sense that they represent the laws of the English during the Saxon period (see p. 148). He even admits that they probably represent amendments made "during that retrogressive and radical period." But he strongly maintains that the codes, in substance, are of British and not of Saxon origin. "They possess," he says, "internal evidence of their own antiquity and authenticity as English laws."

What is this internal evidence, and how does Mr. Yeatman make out his proposition? We may take, as an example, the chapter on the Dooms of Kent. It opens with a reference to Bede's statement "that Ethelbert, King of Kent, after a Roman model, appointed certain laws, with the advice of his wise men, and to the fact that we possess at this day a certain number of 'Dooms,' which, it is alleged, are 'those which King Ethelbert established in the days of St. Augustine.'" This, however, it is suggested, is susceptible of several explanations. The passage may be an interpellation, or Bede may have been misinformed, or the Dooms we possess may not be those he referred to. The reasons assigned for this doubt as to the authenticity of the passage from Bede are that the Dooms do not resemble any extant Roman exemplar, and "can hardly have had the sanction of St. Augustine." In these "Dooms," we are told, "there are slight references to certain conditions and estates of men and to other matters which indicate the existence of an independent body of laws that must have been in existence at the time—laws which are unmistakably British, and which could not have had their origin from any German source; and these references are so curious that some of them could not have been the work of a forger of a much later period. In all probability they are of a much earlier date." We naturally look for particulars of these references to "conditions and estates of men," indicating the existence of an independent body of British laws. We have, however, failed to discover them in Mr. Yeatman's book, but on p. 141 he mentions the provisions of this code, which, in his opinion, are distinctly British. They are in brief the fines imposed for unchastity, murder, and adultery. As to the Dooms of Hlothære and Eadric, to which our author next turns, he admits that these are more worthy to be styled laws than the Laws of Ethelbert, and that they refer to matters "upon which the British had legislated on the same principles." Yet he thinks the suspicion arises that the writer was a translator at a much later period than that from which they profess to emanate." For this suspicion, however, we fail to find any reason assigned except the remark that the form in which the laws appear "is rather Norman than British."

It is difficult to discuss or criticise mere speculations, and we cannot help hoping that Mr. Yeatman will, in the

next part of his book, be more alive to the necessity of constantly laying before his readers the grounds on which he forms his conclusions. The view he upholds, that the Saxons adopted to some extent the institutions of the race they conquered, has much plausibility, even probability, but its acceptance is not likely to be advanced by the assertions and conjectures in which he too often deals. The extreme obscurity of the subject, and the fact that so little evidence exists one way or the other, afford little excuse for this frequent substitution for evidence of mere suggestion.

NOTES.

A "city solicitor" complains in the *Times* of the arrangements of the vacation judge of the Court of Chancery. "At present," he says, "the system of the Court of Chancery is nothing but a monstrous abuse. It amounts at this moment to an absolute denial of justice in most cases. There is only one "vacation" judge, who can only be approached through the post, and lately he has given out to the world that if any application be made to him "not of an urgent nature" it will be refused with costs. How can he possibly tell whether it is of an urgent nature unless he hear the parties properly through their counsel or solicitors? To call this administering justice, I don't hesitate to say, is a mockery. To us who have to stay in town the evil appears but too plainly in all its gigantic proportions. Of course, the Court of Chancery can shut up its doors, but it cannot prevent the tide of business or flow of commerce any more than it can prevent the world from going round. Can it be supposed for a moment, therefore, that in business and commerce no questions can or ought to arise not requiring instant remedy? One would have thought that even though not actually in operation, judges would at any rate have been willing to act in the spirit of the Judicature Act. If any urgent application is made at the judge's chambers, it is left to a clerk to decide as to whether it is "urgent"—*i. e.*, whether it is "vacation" business or not, and thereby many an iniquity is allowed go on unchecked and many a wrong obliged to go unredressed. By the end of the vacation both the thing sought for and the wrong too will have passed away, and yet in England we shall have had justice. I have myself, too, most urgent matters concerning foreign undertakings involving many thousands of pounds and the interests of many parties, and yet I am told that neither the judge nor his clerk will hear it because, forsooth, it is "not vacation business." So my clients are to run the risk of their property actually being forfeited in a foreign country simply because the courts won't declare their rights as between one another in this."

One of the numerous litigations which have arisen out of the German invasion of France was recently decided by the Court of Appeal at Paris. Of the districts near that city, Montmorency was among those which suffered most severely, the losses arising from the invasion, as estimated by the *Commission Municipale*, amounting in this commune to over four million francs. In September, 1870, a body of about 3,000 German soldiers entered the town, took possession of the houses, which had been for the most part abandoned by the inhabitants, devoured the provisions found in them, and plundered the shops of the butchers, grocers, and wood-sellers. Among the last named was a M. Thinet, who had in his yard wood of the value of about 22,000 francs, all of which was used by the Germans to provide them with fires. After the conclusion of the war M. Thinet brought a claim for compensation against the commune, on the ground that, owing to the quantity of wood thus taken from him, the other inhabitants had been, to some extent at least, relieved from the necessity, under which they would otherwise have lain, of providing fuel for the enemy's soldiers. The commune resisted the claim, on the ground that the taking of the wood was not under a regular requisition, but was a mere act of pillage. The *Tribunal Civil* of Pontoise, in July, 1873, decided that M. Thinet's wood, although not taken in pursuance of a formal requisition, in fact contributed towards the furnishing of necessary provisions and supplies for the enemy, and that as all the charges thus occasioned ought to be divided among all the inhabitants of the commune, M. Thinet was entitled to be compensated. To hold otherwise, the court remarked, would be a most flagrant violation of the great principle of morality and of law—"*que nul ne s'enrichisse aux dépens d'autrui.*" The commune appealed, and the court of appeal has reversed the judgment of the court of first instance, holding that the loss of the wood could not be considered as the result of a requisition of the enemy, or as relieving the inhabitants generally from a charge resulting from the customs of war, but that it was only an act of pillage constituting a personal disaster, but not giving any right to indemnity. The court saddled the unfortunate Thinet with all the costs, both in the court below and of the appeal.

We referred some time ago to the American decisions with reference to setting aside verdicts on the ground of the administration of drink to one or more of the jury. To these cases must be added the recent one of *State* v. *Morphy* (33 Iowa, 270), where (according to an abstract given by the *Albany Law Journal*) the fact that a juror, who was stated not to be a drinking man, during the trial and before the jury retired took some brandy and blackberry balsam as a medicine, without medical advice, was held not to vitiate the verdict, it not being shown that the fact was unknown to the prisoner and his counsel at the time and before the retirement of the jury, and no proof being adduced that the brandy and blackberry went to the juror's head.

COURTS.

THE EUROPEAN ASSURANCE SOCIETY ARBITRATION.*

(Before Lord ROMILLY.)

May 12.—*Re the European Life Insurance and Annuity Company. Doman's case* (*No.* 2).

Life assurance company—Transfer of business and liabilities from one company to another—Transferor company unregistered—Winding up—Contributory—Liability of shareholder after transfer of shares.

On a transfer of business and liabilities from the E. Company to the P. P. Society, D., a shareholder in the former, which was an unregistered company, completely transferred his shares to C., in trust for the P. P. Society, receiving for them their full value in cash; but the transfer was never enrolled in the Court of Chancery, as was provided by the E. Company's special Act of Parliament, and D.'s name still appeared on the last enrolled memorial as a shareholder of the E. Company.

Twelve years later, the E. Company, which since the amalgamation had ceased to carry on business, was ordered to be wound up.

In Doman's case, 17 *S. J.* 785, *Lord Westbury had held that D. was entitled, as against the P. P. Society, to have his name erased from the list of shareholders of the E. Company, but without prejudice to the claims of creditors of the E. Company not having notice of, or not coming under, the contract between the Company and the Society.*

Held, that D. was not liable to contribute to the payment of the debts and liabilities incurred by the E. Company, while he was a member of it, in respect of policies.

This was an application by the joint official liquidator that Mr. Doman should be declared liable to contribute to the payment of such debts and liabilities of the European Life Insurance and Annuity Company still remaining unsatisfied, as had accrued in respect of policies and contracts which the company had entered into while he was a member, and also for the costs of the winding up.

In *Doman's case* (17 S. J. 785), where the facts will be found stated at length, Lord Westbury had decided that Mr. Doman's name should be struck off the list of contributories of the European Company, but without prejudice to the claim against him of any persons being creditors of the European Company and not having notice of, or coming under the contract between, the European Company and the People's Provident Society; and he

* Reported by R. TAUNTON RAIKES, Esq., Barrister-at-Law.

intimated that if any circumstances should ever arise which would enable the official liquidator to enforce that particular liability, they would probably be found to be, the insufficiency of the assets of the People's Provident Society to answer all the claims which might be enforced, by virtue of the registered memorial in Chancery, against Mr. Doman.

The liabilities of the European Company, in respect of policies, annuities, and claims already payable owing to the death of the assured, amounted to more than £270,000, and towards this sum the European Society (formerly the People's Provident Society) was only able to contribute a small dividend, while the total assets of the European Company amounted to about £4,000.

The following Sections of the European Company's Special Act of Parliament, passed in 1844, were relied upon in the argument.

Section 9. That it should be lawful for the plaintiff to cause execution upon any judgment, decree, or order obtained by him in any such action or suit, against any such nominal party as aforesaid, to be issued against all or any of the shareholders for the time being of the company, and if such execution should be ineffectual to obtain satisfaction of the sums sought to be recovered thereby, then it should be lawful for him to cause execution to be issued against any person who was a shareholder of the company at the time the contract was entered into, upon which such action or suit should have been instituted. But no such execution against any person having ceased to be a shareholder should be issued without leave first granted by the court in which such judgment, decree, or order should have been obtained upon motion in open court, and after notice of such motion given to the person sought to be charged. Provided always that no person having ceased to be a shareholder of the company should be liable for the payment of any debt for which any such judgment, decree, or order should have been so obtained, for which he would not have been liable as a partner, in case a suit had been originally brought against him for the same; nor should the Act be deemed to enable any party to a suit to recover from any individual shareholder of the company, or any other person whomsoever, any other or greater sum than might have been recovered if the Act had not been passed.

Sections 18, 23 are stated in *Doman's case*, 17 S. J. 785.

Section 32. That nothing in the Act contained should extend to incorporate the company, or to relieve or discharge the company, or any of the shareholders thereof, from any responsibility, duty, contract, or obligation whatsoever to which by law they then were, or at any time thereafter might be, subject or liable, either as between such company and other parties, or as between the company and any of the individual shareholders thereof and others, or as between themselves, or in any manner whatsoever.

The policies issued by the European Company contained the following words:—"The funds and property of the said company shall be subject and liable (according to the provisions of the said company's deed of settlement bearing date the 10th day of July, 1820), to pay and satisfy," within three months after proof of the death of the assured, the sum therein mentioned.

Clause 125 of the European Company's deed of settlement was as follows:—

That every seller of shares in the capital of the company shall transfer the same to the purchaser in such manner as the board of directors shall prescribe, either at the office of the company or at such other place as the board shall require, and every seller, immediately after he or she shall, in the manner prescribed by the board of directors, have transferred his or her shares, and shall have paid all instalments that may then have become due on the shares transferred, shall, in respect of such shares, cease to be a proprietor of the company, and shall for ever thenceforth be acquitted and discharged from all further obligations in respect of such shares, and from all the covenants, agreements, regulations, and stipulations to which, by the deed of settlement, he or she would have been liable in respect of the same shares, if he or she had not transferred the same.

And clause 131 contained the following proviso:—"And that neither in respect to the person or persons claiming the benefit of any such policy, deed, or other instrument, or in respect to the directors who may have signed the same, or any of them, or their or any of their heirs, executors, or administrators, the proprietors at large of the company, shall be answerable, directly or indirectly, any further or otherwise, than as to so much of their respective shares not subject to prior claims and demands in the company's said capital as may, for the time being, remain due from them respectively, it being the true intent and meaning of these presents that no claim upon any such policy, deed or other instrument, shall be enforced against any of the directors, their heirs, executors, or administrators, to a greater extent than the funds or fund which, by these presents, are or is alone to be answerable for the payment of the money secured by such policy, deed, or other instrument, shall at the time of recovering upon the same policy, deed, or other instrument, be competent to reimburse them, and that the person or persons against whom any such claim shall have been enforced, or his, her, or their executors or administrators shall have no remedy against any proprietor for reimbursement, except to the extent of so much of such proprietor's shares not then subject to prior claims and demands in the company's said capital as at the time of seeking such reimbursement may remain due from him or her, anything contained in these presents, or to be had, made, done, or executed by the board of directors, or other officers or proprietors of the company, by any general court of proprietors, or otherwise to the contrary thereof in anywise notwithstanding."

Higgins, Q.C. (*M. Cookson* with him), for the joint official liquidator, contended that this was a common law partnership, and that the partners existing at the date of the amalgamation had never been relieved from their liability upon the policies and other contracts entered into by them, and therefore were properly settled in the list of contributories under section 200 of the Companies Act, 1862. The deed of settlement contained no provisions relieving the shareholders from liability, and even if it did, these provisions would not affect the rights of policyholders, for the deed was not incorporated into the contract with policyholders and annuitants. There is merely a reference to the deed in the policies. Clause 131 of the deed, which is the only one which attempts to limit the liability, merely shows that the directors shall not be liable, and that if any other member shall be called on to pay, that member shall have no right of contribution against his co-members beyond the amount of unpaid capital. If it is argued that these were paid-up shares (though it is mere nonsense to talk of paid up shares in a private partnership like this), then at all events Mr. Doman must give up the £8 per share which was returned to him out of the assets. That point is covered by authority, and especially by Lord Cairns' decision in *Murrough's case* and *Chamberlayne's case* (16 S. J. 483), and your lordship's decision in *Lord Digby's case*, *ante* p. 184.

Jackson, Q.C. (*F. C. J. Millar* with him), for Mr. Doman.—The 125th clause of the European Company's deed gave every shareholder a right to transfer his shares, and at common law that would have operated as a dissolution as between himself and his partners. The words of the deed are equally clear that every seller transferring his shares should *ipso facto* cease to be liable, as between himself and his partners. Then the terms of the partnership contract are incorporated in all the policy contracts made by this company. The words used in these policies are identical with the words used in *Re the Waterloo Company*, *Carr's case* (33 Beav. 542), where your lordship held that the policyholder was bound by the deed of settlement, and that decision has been frequently followed. The difference between this case and those of Lord Digby and Murroughs and Chamberlayne is that in those cases the shareholders remained shareholders, and were ordered to refund the money paid to them, but here Lord Westbury has decided that there is an out-and-out transfer of the shares for valuable consideration. In *Clarke's case* (16 S. J. 554) Lord Cairns created three categories of debts—debts upon policies, debts upon guarantees, and outside debts. The first two he held were subject to the provisions of the deed, but that the outside debts remained. For the last category, if there are any such debts, Mr. Doman may be liable, but for the policy debts he cannot be liable, and they were not contemplated by Lord Westbury when he added the reservation or proviso to his judgment.

Higgins, Q.C., in reply.—In *Carr's case* and other similar cases the contracts contained in the policies were materially

different from this case, and the words in those cases ran, "the funds and property of the company shall *alone* be liable," &c. [Lord ROMILLY said that he thought the clause in this policy amounted to the same as the clauses in the cases referred to.] In *Clarke's case* the clause in the deed of settlement was much stronger in the way of discharging old shareholders than the clause here.

Lord ROMILLY.—I think all that I have to do in this case is to express an opinion upon Lord Westbury's judgment, and Lord Westbury's judgment appears to me to be conclusive in favour of Mr. Doman, because it is stated by Lord Westbury, subject to a reservation, in favour of Mr. Jackson in this way: he says, "Those circumstances may probably be found to be the insufficiency of the assets of the People's Provident Society to answer all the claims that might be enforced by virtue of that registered memorial against Mr. Doman." And then Mr. Jackson says that those words do not require an answer; there is no replication, and he says that he will take the order in that way. Now, I am disposed to think, looking at that, and at Lord Cairns's decision, that that was a decision upon the words of the deed of settlement which I have before me, and that, under that deed of settlement, he considered that the words of the policy included all the words of the deed. The 125th clause appears to me the clause most favourable to Mr. Doman. [His Lordship then read the 125th clause, *vide supra*.] I think that that includes the whole. I adopt Lord Cairns's view; I think that there are three classes of debts which are affected in these cases, one of which is not included in the covenant at all: first, there are the regular debts on the policies which are granted; then there are also the guarantee debts; but in addition to those, there are things which are bought for the sake of carrying on the business of the company, such as that which is sometimes called stationery. The secretary buys a ream of paper, which is taken into the office, and is employed for the purposes of the company. That, I think, is not included; and if there are any debts of that description, no doubt he would be liable for them, unless barred by the Statute of Limitations. The others appear to be included in the deed of settlement. The expressions used by Lord Cairns in his judgment in *Clarke's case* are expressions which I consider applicable to this case. Lord Cairns's observations appear to me to govern the whole of this case; and Lord Westbury, if he was sitting here and this case was now being argued before him, would no doubt say, "I intended to cover this with the observations that I have already made."

I do not think any distinction can be made in respect of the different sort of debt, which Lord Cairns says is of very slight amount and not of any appreciable value. These are not cases under Lord Westbury's proviso and reservation, and therefore his judgment must be taken to be a judgment in favour of Mr. Doman on the point now raised before me, and I shall so declare.

I do not give any costs, the official liquidator will have his costs out of the estate.

Solicitors for the joint official liquidator, *Mercer & Mercer*.
Solicitors for Mr. Doman, *Wood, Street, & Hayter*.

APPOINTMENTS.

Mr. EDWARD LOUGHLIN O'MALLEY, barrister-at-law, has been appointed a Revising Barrister on the Norfolk Circuit, in the room of Mr. C. G. Prowett, deceased. Mr. O'Malley was called to the bar at the Middle Temple, in Hilary Term, 1866.

Mr. CHARLES BISHOP, of Oxford, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women in and for the city of Oxford.

Mr. A. H. Giddings, of Newaygo, Michigan, for many years a circuit judge in that State, recently attempted to commit suicide in Chicago by jumping into the river off Clark-street bridge. Instead of falling into the water, as was evidently his intention, he fell upon the dock below, broke his right leg, and seriously injured his head. He was removed to the county hospital, where he now lies in a precarious situation.

FRAUDULENT MISREPRESENTATIONS OF AGENTS.

[We give the following as an American view of a subject frequently discussed in these columns.—ED. *S.J.*]

Few points in the law have been the subject of more perplexing doubts and conflicts than the question of the liability in tort of a principal for such misrepresentations of his agent as are known by the agent to be false, but not by the principal. In America it has generally been held that an action of deceit may be maintained against the principal; but the cases are at variance as to the ground of liability. In England the whole subject has until recently been in a very unsettled state; and it is not yet free from difficulties.

The American courts in most cases have implicitly followed the doctrine of *Hern* v. *Nichols* (1 Salk. 289); but generally with little or no investigation of the proper limitations of that case. This is somewhat remarkable, as *Hern* v. *Nichols* is but a briefly reported Nisi Prius decision. The case was this: The plaintiff, in an action of deceit, set forth that he had bought several pieces of silk for ——— silk, whereas it was another kind of silk, and that the defendant, well knowing this deceit, sold it to him for ——— silk. On trial, upon not guilty, it appeared that there was no actual deceit in the defendant, who was the merchant, but that it was his factor beyond sea; and the doubt was, if this deceit could charge the merchant. And Holt, C.J., was of opinion that the merchant was answerable for the deceit of his factor, though not *criminaliter*, yet *civiliter*; for seeing somebody must be a loser by this deceit, it is more reason that he that employs and puts a trust and confidence in the deceiver should be a loser than a stranger. And upon this opinion the plaintiff had a verdict.

Among the American cases, *Jeffrey* v. *Bigelow* (13 Wend. 518), is often referred to. The facts in this case, in brief, were that one Stevens, an agent of the defendants, had sold to the plaintiff sheep infected with the scab, which fact was at the time known to the agent, but not to the defendants. The fact of the disease was known to one Hunt, who at the sale was a partner of the defendants, to whom he had before the action assigned all his interest. In an action on the case for fraud the defendants were held liable, both for the loss of the sheep sold by their agent, and of others that had become infected by them. Much was said in the opinion of the court to the effect that, Hunt being a partner, his knowledge was notice to his co-partners, the defendants; also that Stevens was a general agent in relation to the sale; and the doctrine of Lord Holt, *supra*, of trust and confidence reposed in the agent, was adopted. Hunt's connection with the case does not appear to be important; for as partner he was only a general agent of the firm, and there was no evidence that he had in fact communicated his information to the defendants.

The leading case in Massachusetts is *Locke* v. *Stearns* (1 Met. 560). This was trespass upon the case in the nature of deceit. One of the defendants, who were partners, had sold divers quantities of meal as linseed meal, when in fact it was a mixture of linseed and teilseed meal; the latter being inferior in quality to the former. The judge charged the jury that if one of the defendants sold the meal to the plaintiff, knowing that teilseed meal was inferior in quality and value to linseed meal, this knowledge would bind all the defendants; and the charge was sustained. After mentioning that the deceit was resorted to for the defendants' benefit, the ground taken in *Hern* v. *Nichols* was again referred to with approval. And it was also said to be a general rule that one partner is liable for damages sustained by the deceit or other fraudulent act of his co-partner, done within the scope of his authority; citing *Rapp* v. *Latham* (2 Barn. & Ald. 795); and *Willet* v. *Chambers* (2 Cowp. 814).

The case of *Bennett* v. *Judson* (21 N. Y. 238), though holding a similar doctrine, marks a departure from the above cases in the ground of liability. That was an action for fraud in the sale of land by the defendant's agent "There is no evidence," said Comstock, C.J., delivering the judgment of the court, "that the defendant authorised or knew of the alleged fraud committed by his agent Davis in negotiating the exchange of lands. Nevertheless, he cannot enjoy the fruits of the bargain without adopting all the instrumentalities employed by the agent in bringing it to a consummation. If an agent defrauds the person with whom he is dealing, the principal, not having authorised or participated in the wrong, may no doubt rescind when he dis-

covers the fraud, on the terms of making complete restitution. But so long as he *retains the benefits* of the dealing he cannot claim immunity on the ground that the fraud was committed by his agent, and not by himself."

This ground, as we have stated, was suggested in *Locke* v. *Stearns* (*supra*); and had it not been for the ruling that the defendant in *Jeffrey* v. *Bigelow* (*supra*), was liable for the loss of other sheep than those sold by him, that case would also have been covered by the rule in *Bennett* v. *Judson*. A rule similar to that in *Jeffrey* v. *Bigelow*, in not confining the liability of the principal to the profit derived by him, was declared in *White* v. *Sawyer* (16 Gray, 586). "No question is made by the defendant's counsel," said the court, "of the correctness of the doctrine that a principal is liable for the false representations of his agent, although personally innocent of the fraud. It is settled by the clear weight of authority." The point was therefore not considered in the case. And the same is true, so far as appears from the opinion, of the other point, extending the damages beyond the profit derived.

All of the other American cases are like *Judson* v. *Bennett*; the defendant being held liable where he has received a benefit from the act of his agent. In none of them is it suggested that his liability is to be pushed beyond this point. In *Cook* v. *Castner* (9 Cush. 266) the action was in assumpsit to recover the consideration paid in a transaction brought about by the fraudulent representations of one of the defendants, who were partners. Here, of course, the measure of damages is plain; and this is doubtless the proper form of action for such cases.

But while most of these cases were decided upon the ground taken in *Judson* v. *Bennett*, some of them also refer to the doctrine of *Hern* v. *Nichols* (see *Davies* v. *Bemis* and *Sandford* v. *Handy*, 23 Wend. 260). Mr. Justice Nelson, in *Sandford* v. *Handy*, after quoting the language of Lord Holt, says that the agent is "held out as fit to be trusted, and his fidelity and good conduct in the matter thereby recommended. (*Attorney-General* v. *Siddon* 1 Tyrwh. 46, Smith's Mer. Law, 70; Story's Comm. Agency, § 465). And where one of two innocent persons must suffer by the fraudulent act of a third, the one who enables such third person to commit the fraud must bear the loss." The first part of this language seems to be only another way of putting the doctrine of *Hern* v. *Nichols*. The trust and confidence reposed in the agent is manifested by holding him out as such.

Let us now turn to the English cases. The question has there more frequently arisen as to the liability of corporations for misrepresentations of their directors or other managers. In *Dodgson's case* (3 De Gex & S. 85), the plaintiff had been induced to purchase shares in a failing concern by the fraud of the directors, and brought a suit in equity to have his name taken off the list of contributories in winding-up proceedings. But the Vice-Chancellor held that the fraud of the directors could not affect the general body of shareholders, *i.e.*, the company. This case was followed by Vice-Chancellor Parker, in *Bernard's case* (5 De Gex & S. 289), who there said: "*Dodgson's case* shows that the directors cannot be the agents of the company to commit a fraud; and, therefore, even if Mr. Bernard had been induced to take shares by the misrepresentation of the directors, that was no reason why he should not be a contributory." In *Brockwell's case* (4 Drewry, 205), Vice-Chancellor Kindersley held the contrary on similar facts; but this case was soon after overruled by the Lord Chancellor and Lords Justices on appeal. (*Mixer's case*, 4 De Gex & J. 575). "Clearly," said the Lord Chancellor, "there was fraud, and gross fraud, on the part of the directors, and I have no doubt that Mixer was induced by fraud to take his shares. I think, however, that it was a fraud on the part of the directors which cannot be attributed to the company."

These being cases of rescission, are, it is true, explainable on the ground of *laches* and change of position, or participation in the profits of the corporation or company. In *Dodgson's case* the shares were purchased in 1846 and the claim to be relieved was not made until 1849, though the plaintiff had received no dividends. In *Bernard's case* the complainant had received dividends on his shares for several years. In *Mixer's case* the Lord Chancellor said: "Supposing it to have been a fraud on the part of the company, I do not think that the appellant is now entitled to avail himself of it and rescind the contract. (See *Parbury's case*, 3 De Gex, & S. 43). It is a settled rule that a contract obtained by fraud is not void, but that the party defrauded has a right to avoid it if he does so while matters can be replaced in their former position. In each case we must look to see whether the contract has been acted upon. If it has been acted upon by the party defrauded, so that others who are interested cannot be restored to their former rights, the contract cannot be rescinded, and nothing remains to the party defrauded but a reparation in damages." See also *Nicol's case* (3 De Gex & J. 387), where, apart from considerations of the above character (which prevented recovery), the Lord Chancellor and Lord Justice Turner were at variance as to whether the company could be chargeable with the misrepresentations of the directors in the course of the business. (See further, *Parbury's case*, 3 De Gex & S. 43; *Bell's case*, 22 Beav. 35; *Holt's case*, *ib.* 53; *Burnes* v. *Pennell*, 2 H. L. Cas. 497; *Deposit Life Assurance Company* v. *Ayscough*, 6 El. & B. 761; *Barrett's case*, 3 De Gex, J. & S. 30.)

However, these cases clearly establish the principle that a party to a joint-stock company, or other association, can neither maintain a bill in equity against the company to be relieved from liability, nor defend an action on his subscription, by alleging the false representations of the company or its agents, unless, first, he repudiates the contract promptly before the rights and interests of others have been affected by his action; or unless, secondly, all the other members of the company interested united in the false statements. As to this last point, see the suggestion of Knight-Bruce, V.C.:—"If it were established that the only other persons interested in these affairs were the persons who made the alleged misrepresentations, the case might be different." (*Parbury's case.*)

The first qualification deserves a passing notice. *Bell's case* (22 Beav. 35) illustrates it. There the objects of the company, into membership of which the plaintiff had been drawn by false representations of the directors, had at the time totally failed, and the company had become insolvent, and practically at an end; and it was held that the plaintiff was not liable as a contributory. The Master of the Rolls observed that the doctrine of *Parbury's case* was this: that where certain persons set on foot a project, and by fraudulent representations induce others to become shareholders, and incur liabilities, there, as between those who are equally innocent shareholders, all are liable to contribute towards payment of the debts of the concern. Their rights lay against those who had made the misrepresentations. But no authority could be found making parties liable to contribute in cases such as this. See also *Ayre's case* (25 Beav. 513), where, through false statements, a person having taken shares in a company insolvent at the time, and, upon discovering the fact, having repudiated his shares, was held not to be a contributory.

But if the person claiming relief purchased his shares from a third person, and not from the company, he will be bound to contribute, though he were induced to make the purchase by the false representations of the company. Nor in such case, clearly, would he have a right of action for deceit against the company. (*Peek* v. *Gurney*, 22 W. R. 29, in the House of Lords. See *Ayre's case* (*sup.*); *Duranty's case*, 26 Beav. 268.) And this would doubtless be true, though the vendor of the shares were also guilty of fraudulent representations, unless the vendee had repudiated and rescinded the sale. (*Ibid.*)

The opinion of the Court of Chancery (with the exception of that of the Vice-Chancellor in *Brockwell's case* (*sup.*), which, as has been stated, was overruled) is uniform in these cases that the company or corporation cannot be made liable to an action for the unauthorised fraudulent representations of its agents; and that the latter are not authorised by their mere position to make false statements concerning the condition of their principals. Of course, if the company subsequently ratify the misrepresentations at a meeting of the shareholders, the fraud will then be fixed on them (*Nicol's case*, *supra*; *New Brunswick Railway* v. *Conybeare*, 9 H. L. Cas. 711), but even then the party defrauded will not be able to escape liability to contribute in winding up if the rights of others, innocent persons, have intervened or been affected by his action, or if he have participated in any benefits of the concern. His remedy is by an action of deceit against the agent, or the

company, or both. It is worthy of notice, also, that in one of the above cases (*Mixer's case*) the ruling that the company is not liable for the false representations made by its agents without express authority was made in appeal in chancery; which gives the decision the same authority as the decisions of the Exchequer Chamber at law.

The decision of the Vice-Chancellor in *Brockwell's case* was based principally upon the language of the Lord Chancellor and of Lord St. Leonards in *National Exchange Company* v. *Drew* (2 Macq. 103, 125, 139). That was a Scotch case—an action to recover the amount of a loan. The facts, in short, were that the defendants had been induced by the false representations of the plaintiff's manager to buy shares in the plaintiff's enterprise upon a loan of money by the plaintiffs for the purpose; the object being to bolster and raise up the shares of the company in the market. The shares became valueless; and the company sued to recover the amount of the loan. Judgment was given for the defendants.

Although this case contains expressions to the effect that such companies are bound by the false representations of their agents, made in the course of their business, it is to be observed, as stated by Lord Brougham and Lord St. Leonards, that the company had the benefit of the fraud of their manager. It appears, also, that the defendants had acted upon a report made to the shareholders at a regular meeting; and, as Lord St. Leonards said, the first act that takes place at such meetings is, that, if there is not a rejection of the report, there is an adoption of it. And the representation was, therefore, the company's; and though the shareholders were ignorant of its untruth, it was a matter within their own peculiar knowledge, and not within that of the defendants. So that, on the principle of cases referred to in the note to *Pasley* v. *Freeman* (Leading Cases), the company might well be chargeable with fraud. (See also *New Brunswick Railway Company*, 9 H L. Cas. 711, 725).

Besides, this was an action of contract; and it may be doubted if, in such cases, the defence of fraud is to have the same force as in an action by the defendant for the fraud. It is often true that innocent misrepresentations are sufficient to defeat a recovery in contract; but, to maintain an action of deceit, the false statement must have been made with knowledge. (See *Western Bank* v. *Addie*, L. R. 1 H. L. Sc. 145, 158, 167; *New Brunswick Railway Company* v. *Conybeare*, 9 H. L. Cas. 711, 740). So, too, a concealment of material facts will defeat an action upon a contract; but nothing short of an active misrepresentation, it is held, will support an action for deceit (*Peek* v. *Gurney*, 22 W. R. 29).

New Brunswick Railway Company v. *Conybeare* (9 H. L. Cas. 711), was a suit for the rescission of a contract for the purchase of shares, on the ground of fraud in the defendants' agent. It was held that the facts were not sufficient to sustain the bill; but Lord Cranworth takes occasion to allude to the distinction between actions of this kind and actions of deceit. Referring to his opinion in *Ranger* v. *Great Western Railway Company* (5 H. L. Cas. 72, *infra*), he said: "My lords, to that opinion I entirely adhere; and I think it would have been applicable in this case if it had been proved that there had been a fraudulent representation or concealment by the directors in order to induce Mr. Conybeare to purchase, not shares in the market (that is a very different thing), but shares *belonging to the company*—namely, forfeited shares, if the directors, or the secretary acting for them, had fraudulently represented something to him which was untrue. I then adhered to the opinion which I had expressed in the former cases, that the company would have been bound by that fraud. But the principle cannot be carried to the wild length that I have heard suggested—namely, that you can bring an action against the company upon the ground of deceit because the directors have done an act which might render them liable to such an action. That I take not to be the law of the land, nor do I believe that it would be the law of the land if the directors were the agents of some person, not a company. The fraud must be a fraud that is either personal on the part of the individual making it, or some fraud which another person has impliedly authorised him to be guilty of."

The case of *Ranger* v. *Great Western Railway Company*, to which his lordship referred, was a similar suit for rescission, in which the allegations of fraud failed. The opinion there expressed (to which, in *New Brunswick Railway Company* v. *Conybeare*, he says he adheres) was to the effect that, if an incorporated company, acting by an agent, induces a person to enter into a contract *for the benefit of the company*, that company can no more repudiate the fraudulent action of the agent than an individual could.

It thus appears that there was little ground upon which to support the decision of Vice-Chancellor Kindersley in *Brockwell's case*.

Cornfoot v. *Fowke* (6 Mees. & W. 358), though constantly cited in these cases, is in point only in its *dicta*. Besides being an action of contract, the misrepresentations alleged in defence were false to the knowledge of the principal, but not to the knowledge of the agent. It was held (Lord Abinger, C.B., dissenting) that the plea of fraud was not supported. There was nothing to show that the principal had caused the agent to make the untrue statement, or that he knew that any misrepresentation had been made. And, therefore, according to the majority of the court, fraud could not be imputed to him.

There are many other cases of contract in which this subject is considered; but their application to actions of deceit, as has been suggested, is doubtful, and they will not be further pursued. (See *Wilde* v. *Gibson*, 1 H. L. Cas. 605).

In 1867 the precise case of the liability of a principal in an action in tort for representations of an agent, false to the knowledge of the latter, but not to that of the former, arose simultaneously in the Exchequer Chamber and in the House of Lords; and each court proceeding independently of the other, the former held the principal liable, and the latter held the contrary: *Barwick* v. *English Joint Stock Bank* (15 W. R. 877, L. R. 2 Ex. 259); *Western Bank* v. *Addie* (L. R. 1 H. L. Sc. 145). But the cases are not necessarily in conflict.

In *Barwick* v. *English Joint Stock Bank* the facts, in brief, were these:—The plaintiff required a guaranty of the responsibility of one J. D., which the defendants' manager gave, to the effect that the cheques of J. D. should be paid, on receipt of certain money (from the Government) from J. D, "in priority to any other payment, except to this bank." J. D. was at the time of the guaranty largely indebted to the bank, which fact was not communicated to the plaintiff; and the defendants declined to honour the cheque of J. D., though drawn after he had received and deposited the money referred to. The plaintiff now brought an action against the bank for the false representations of the manager; and it was held that there was evidence to go to the jury that the manager knew and intended that the guaranty should be unavailing, and fraudulently concealed from the plaintiff the fact of the indebtedness of J. D. to the bank. It was also held that the defendants would be liable for such fraud in their manager.

This, it will be noticed, was not the case of a representation of fact in which the defendants were not interested, since, by the manager's fraud, they obtained and appropriated to themselves a deposit of money in favour of their debtor; and this is the turning-point of the case, as appears from the opinion of the court. "It was contended on behalf of the bank," said Mr. Justice Willes, in delivering the judgment, "that inasmuch as the guaranty contains a stipulation that the plaintiff's debt should be paid subsequently to the debt of the bank, which was to have priority, there was no fraud. We are unable to adopt that conclusion. I speak sparingly, because we desire not to anticipate the judgment which the constitutional tribunal, the jury, may pass. But they might, upon these facts, justly come to the conclusion that the manager knew and intended that the guaranty should be unavailing; *that he procured for his employers, the bank, the government cheque*, by keeping back from the plaintiff the state of Davis's (J. D.'s) account, and that he intended to do so. If the jury took that view of the facts, they would conclude that there was such a fraud in the manager as the plaintiff complained of."

(*To be continued.*)

It appears that out of sixty-nine capital convictions in the dominion of Canada since 1st July, 1867, in forty cases the sentences were commuted to different terms of imprisonment, one was pardoned, and in only twenty-eight instances were the sentences carried into effect.

THE IRISH JURY SYSTEM.

The Select Committee appointed to inquire and report on the working of the Irish Jury System before and since the passing of the Act 34 & 35 Vict. c. 65, and whether any and what amendments in the law are necessary to secure the due administration of justice, have considered the matters to them referred, and have agreed to the following resolutions :—

That the Juries (Ireland) Act, 1871, should be amended; but that it is indispensable to the proper administration of justice in Ireland that the system of providing juries should be such as to ensure absolute impartiality in the formation of the panels of jurors.

That in some instances the rating qualification of jurors fixed by the Jurors Act (Ireland), 1871, is too low; and that it should be raised and should in some instances be higher than the qualification fixed in the temporary Act amending the said Act.

That it is desirable to add to the number of persons qualified to serve on juries by qualifying some persons who may not have a rating qualification, such as the sons of peers, of baronets, of grand jurors, and of magistrates, officers of either the army or navy while not on actual service, freeholders, and leaseholders.

That collectors of rates and stamp distributors should cease to be exempt.

That publicans should be exempt from service on juries.

That all persons who have been convicted of perjury should be disqualified.

That the lists of jurors should be made out according to petty sessions districts, and that they should be revised at special petty sessions in each district, subject to appeal to quarter sessions.

That the system, in summoning jurors, of invariable adherence to the dictionary order of the names in the jurors' books, has not worked well, and requires alteration.

That the sheriff should be required to distribute the burden of service fairly and impartially amongst all persons whose names are upon the jurors' books: having regard—

(*a*) To the convenience of jurors as to the locality to which they shall be summoned, so that as far as may be the jurors shall be summoned from within the jurisdiction of the court in which they shall be required to serve.

(*b*) The number of names in the jurors' book ; and

(*c*) The number of previous attendances of the jurors ;

and that the sheriff should enter against the name of each juror summoned the date of each summons, and the juror's attendance, and should, as far as possible, not summon any juror a second time who had served on a jury until he had first summoned all those whose names are on the jurors' book.

That summonses for the attendance of jurors should be served by the constabulary, but with power to the judges of assize, by order, to substitute service by post in any particular venue.

That a right of peremptory challenge in civil cases in the superior courts, and in all trials of indictments for misdemeanours and *ex officio* informations, be allowed to each party to the extent of six challenges.

That the judge should have power, in criminal as well as civil cases, to order a view.

That all paid officials should be remunerated for the duties performed by them in relation to the jury lists according to a fixed rate.

That it is desirable to amalgamate the jury lists of counties of cities with those of the counties.

That the occupation of a house, or house and buildings without land, when rated to a certain value, should be a qualification of a juror in counties; such value to be defined for each locality, according to the circumstances of the same.

That it is desirable to abolish the market juries.

That it is desirable that juries should be selected by ballot from the panel in criminal as in civil trials.

The *Athenæum* says that the Lord Chief Justice has not so much as commenced his much-talked-of book on Junius.

Mr. William Gaudin, junior judge of the Royal Court, Jersey, committed suicide on Monday. He is stated to have been elected to the office of judge last October.

LEGAL ITEMS.

The Turin papers announce the death of Signor Nuytz, Professor of Canonical Law at the Turin University.

The Legislature of California, says the *American Law Review*, has passed a law giving juries power, where a prisoner is convicted of murder in the first degree, of commuting the punishment to imprisonment for life.

A correspondent of a daily contemporary has discovered that Temple Bar must either be retained or the new Rules altered. By these Rules (see Order III.) "distances relative to the service of writs, &c., are to be calculated from 'Temple Bar,' instead of from the General Post-office, as in all previous Rules. As Temple Bar will, in all probability, disappear shortly, it is presumed that an amendment of the Rules in this particular will be necessary, and that the measurements and distances must be directed to be from 'where Temple Bar formerly stood.'"

We are requested to publish the following caution:—A person speaking with a decided Irish accent, fairly well dressed, aged about thirty, freckled complexion, and having reddish brown hair, has possessed himself of letters of introduction from noblemen and gentlemen, M.P.'s and others connected with Dublin and Belfast, to their solicitors in London, on the plea that he wishes to instruct them to recover a demand from a well-known army clothier. He has succeeded in two instances in obtaining on such introductions cash or London cheques for fictitious Irish cheques for £20. The City Police authorities are in possession of further particulars.

"H. J. H." writes to the *Times* to suggest that "It would be a great boon to solicitors and their overworked clerks if all offices in the Supreme Court of Judicature could be closed early at certain periods. At present there is no uniformity among the various law offices as to the hours of opening and closing, and unfortunately the proposed Rules of Court are silent upon this point. Is it too late to ask that before the Rules receive the sanction of the Queen in Council a few words may be inserted in Order 55, section 4, directing that the offices shall be closed on Bank holidays and at one o'clock on Saturdays, and shall only be open in the Long Vacation between the hours of eleven and three?"

The *Canada Law Journal* says—It is difficult to say, and especially so in a new country, where bad taste in matters professional ends, and where unprofessional conduct begins. We are concerned to discountenance both; the former, if unchecked, soon takes the more aggravated form of the latter. We have heard of exception being taken to the advertising of professional cards in the columns of newspapers and periodicals, but, whilst thinking this is an extreme view to take, we are inclined to doubt whether the barrister who, in an historic city in this province, placarded public places with cards, announcing the fact that he gave special attention to marine protests, has thereby developed a purity of taste in matters professional at all worthy of imitation.

A Berlin telegram in the *Daily Telegraph* says that before the Congress which is to meet at Geneva on the 7th September for the purpose of reforming international law will be laid a plan which proposes the constitution of an International Tribunal, composed of members of all independent governments. The function of this court is to settle, according to a code of international law, all quarrels which may arise from time to time between different governments, and the jurisdiction of the tribunal is to extend to all the governments represented, but without interfering in any internal affairs. It is further proposed that if any one of the represented governments should refuse to comply with the decision of the tribunal within a given time, it should be put under a ban, and the other governments should cease all diplomatic intercourse with it until the decision of the tribunal has been obtained.

A remarkable instance, says the Paris correspondent of the *Daily News*, of the frequently asserted doctrine of French courts of law, that a man has no right to carry on trade in his own name when that name is manifestly used to induce a belief in the public mind that a new-comer is identical with an old established firm, has just been afforded by the judgment of the Paris Court of Appeal in a

case of *Möet and Chandon* v. *Moet and Company*. The well-known Epernay purveyors of sparkling champagne alleged that the defendant, a Dutchman from Maestricht, named John Frederick Moet (without the two dots over his name), lately came to Rheims for the express purpose of setting up a champagne house, and leading the public to believe that he was the real original house. It was in vain urged by counsel for the defence that every man had a property in his own name; that Moet, not calling himself Möet, set up at Rheims, and not at Epernay; and that his prospectuses and bottles set forth that his firm was "established in 1872," whereas the old house of Möet is of half a century standing. The court held that the public would not be aware of these distinctions, and was of opinion that the large business which "Moet and Co." had done within a very short time was in itself a proof that they must have been mistaken for Möet and Chandon. Accordingly an injunction was granted, and damages to the extent of 85,000fr.

On Wednesday morning, July 9, at the opening of the Supreme Court of Wisconsin, Chief Justice Ryan said he had received with his mail a letter enclosing 100 dollars, which he read as follows:—

"Richfield, June 30, 1874.

E. G. Ryan:

Dear Sir,—Please du for me what you can. If I will win the case I give you a hundred dollars more.

LUDWIG HENRY ZAUN,
Richfield, Washington County, Wis.

I vot for Mr. Taylor."

The Chief Justice said he had no means of judging whether the letter was really written and signed by the party whose name appeared on it; but, on consultation with his associates, he felt it to be his duty to make the matter public, that it might be investigated. He had therefore requested the presence of the Attorney-General, and his assistant being present, he referred the letter and its contents to him for such action as should seem best. He remarked, with much feeling, that he did not know what he had ever done to subject himself to such a gross insult, and expressed his certain conviction that the attorneys for the applicant had nothing to do with the matter. Zaun is a defendant in a suit pending in that court for the possession of some land.

A correspondent of the *Times* states that the Assize Court of Nancy has condemned a man named Jules Jacob, whose father was a native of Germany, to six years' imprisonment for his conduct during the war. At the occupation of Nancy by the German troops, Jacob, who had been a tanner and cattle-dealer, was appointed inspector of the meat requisitioned by the military authorities, and showed such zeal in performing those functions that he purchased and sold to the Germans a large number of cattle, threatening the persons with whom he had dealings with the rigour of the military authorities in case they were not compliant. He became intimate with the subalterns and purveyors, and took part in the rejoicings for German victories. So profitable were his transactions that whereas in 1867 he became bankrupt, he has since acquired land and is a manager of a large leather manufactory, his property being valued at 300,000f. He endeavoured at the outset to obtain the benefit of German nationality, but the judge told him that everybody inhabiting France ought to respect its laws, and that whatever nationality a person might suppose himself to be of, he was not allowed to betray the country which afforded him hospitality. The prosecuting counsel demanded a severe punishment as a warning to the 2,000 Germans residing in the department of the Meurthe, urging that foreigners born and living in France should be taught to respect the laws of hospitality.

We learn from the *Australian Jurist* that on the departure of Mr. Williams, late one of the judges of the Supreme Court of Victoria, for Europe, a deputation from the Law Institute of Victoria waited upon him, and presented him with the following address, which was read by the hon. R. Ramsay, M.L.A.:—"To his Honour Mr. Justice Williams, one of the judges of the Supreme Court of the colony of Victoria,—The Law Institute of Victoria, on behalf of the solicitors practising in the city of Melbourne, desire to take the opportunity of your honour's retirement from the bench to express the very high respect and esteem they have ever entertained for you during the twenty-two years in which you have performed the duties of one of the judges of the Supreme Court of this colony. The uniform courtesy which you have always shown the profession will long be remembered, and they desire, in bidding you farewell, to express a sincere hope that the rest and change of scene which you will now experience may speedily lead to your complete restoration to health. Melbourne, April 30th, 1874." The address, which was handsomely engrossed and bound, was signed by the following office-bearers of the institute:—Messrs. R. Ramsay, F. G. Moule, H. Taylor, A. B. Malleson, H. J. Farmer, G. J. Sims, E. Bardwell, J. M. Davies, J. Macgregor, A. P. Blake, W. Davis, and R. S. Anderson. Mr. Williams expressed great delight at the receipt of the address, and said that he had always received the greatest courtesy and assistance from that branch of the legal profession represented by the deputation. He had ever felt that any one who desired to be thoroughly educated in the legal profession ought to spend some time in a solicitor's office, and he stipulated with Mr. Bullen, the eminent pleader, when his son, Mr. Hartley Williams, was being educated at home, that he should spend one year in a solicitor's office. His son he had every reason to believe had greatly benefited by that year's experience of solicitor's work. He was confident that certain technical knowledge which he himself possessed had always been of great service to him. The deputation then took leave, wishing the judge a pleasant voyage, and a thorough enjoyment of his well earned rest.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Aug. 21, 1874.

3 per Cent. Consols, 92½	Annuities, April, '85 9¼
Ditto for Account, Sep 92¾	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92½	Ex Bills, £1000, 2½ per Ct. 1 pm.
New 3 per Cent., 92½	Ditto, £500, Do 1 pm,
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 1 pm.
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 5 Ct. (last half-year) 259
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80—	

INDIAN GOVERNMENT SECURITIES.

Ditto 5 per Cent., July, '80 108¾	Ditto, 5½ per Cent., May, '79 101
Ditto for Account,—	Ditto Debentures, per Cent April, '64—
Ditto 4 per Cent., Oct. '88 103¼	Do. Do, 5 per Cent., Aug. '73 105
Ditto, ditto, Certificates,—	Do. Bonds, 4 per Ct., £1000
Ditto Enfaced Ppr., 4 per Cent. 95	Ditto, ditto, under £1000
Ind. Enf. Pr., 5 p C., Jan. '72	

RAILWAY STOCK.

	Railways.	Paid.	Closing Price
Stock	Bristol and Exeter	100	121
Stock	Caledonian	100	92
Stock	Glasgow and South-Western	100	98
Stock	Great Eastern Ordinary Stock	100	43
Stock	Great Northern	100	140
Stock	Do., A Stock*	100	155
Stock	Great Southern and Western of Ireland	100	108
Stock	Great Western—Original	100	117
Stock	Lancashire and Yorkshire	100	145½
Stock	London, Brighton, and South Coast	100	84
Stock	London, Chatham, and Dover	100	22½
Stock	London and North-Western	100	152¾
Stock	London and South Western	100	111½ x d
Stock	Manchester, Sheffield, and Lincoln	100	71½ x d
Stock	Metropolitan	100	63½ x d
Stock	Do., District	100	24½
Stock	Midland	100	130¾
Stock	North British	100	61
Stock	North Eastern	100	168
Stock	North London	100	111
Stock	North Staffordshire	100	64
Stock	South Devon	100	63
Stock	South-Eastern	100	110½ x d

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

On Thursday the Bank rate was reduced from 4 per cent. to 3½ per cent. The proportion of reserve to liabilities has risen from 43¾ to 47. The railway market has been generally steady throughout the week, the only exception being a slight decline in prices on Thursday owing to the announcement of the Great Western dividend. The foreign

market has also been firm. Turkish and Egyptian have advanced in price. Consols on Thursday closed at 92¾ to ¼ for delivery, and 92½ to ⅝ for the account.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

MORGAN—On Aug 16, at The Cottage, Tonbridge, the wife of W. H. Morgan, solicitor, of a daughter.

POPHAM—On Aug. 18, at Heale House, Curry Rivel, Somerset, the wife of John Francis Popham, Esq., barrister-at-law, of a daughter.

RUSSEL—On Aug. 20, at Hornsey-lane, Highgate, the wife of T. Clarkson Russel, Esq., solicitor, of a daughter.

MARRIAGES.

BYRNE—GULLAND—On Aug. 13, at Kidbrook Church, Edmund Widrington Byrne, Esq., of Lincoln's-inn, barrister-at-law, eldest son of Edmund Byrne, Esq., 3, Whitehall-place, to Henrietta Johnstone, fourth daughter of the late James Gulland, Esq., of Newton of Wemyss, Fifeshire.

HUTTON—HUTTON—On Aug. 12, at Kilmington, Devon, William James Hutton, solicitor, to Harriet Katharine, second daughter of the late Rev. Henry Hutton, Rector of St. Paul's, Covent-garden.

KEIGH—WRIGHT—On Aug. 18, at St. Peter's, Hammersmith, Marischal Keith, of the Middle Temple, barrister-at-law, to Caroline Vesina, only daughter of Major Wright, Staff Officer of Pensioners, Half-pay, late 83rd Regt.

MORGAN—BUCKLEY—On Aug. 18, at Llanelly Church, Morgan Morgan, of Cardiff, attorney-at-law, to Elizabeth Margaretta, second daughter of James Buckley, of Penyfai and Castle Gorford, County Carmarthen.

PAGE—COX—On Aug. 12, at Smethwick, Samuel Wells Page, of Wolverhampton, solicitor, to Matilda Aston, only daughter of Thomas Cox, Esq., Greenfield House, Smethwick.

PARKER—BELLAMY—On Aug. 18 at the Church of Our Ladye Star of the Sea, Greenwich, Francis Parker, solicitor, to Evelyn, elder daughter of Lewis Robert Bellamy, Esq.

PARKER—HINCKS—On Aug 13, at St. George's, Bloomsbury, by the Rev. E. F. Hopkinson, M.A., John Thomas Parker, of Wellingboro', solicitor, to Matilda Emma, eldest daughter of John Steer Hincks, of 25, Brunswick-square, solicitor.

SMITH—VINE—On Aug. 13, at S. Mary-le-Bow, Cheapside Robert Wood Smith, Esq., B.A. of Lincoln's-inn, barrister-at-law, to Caroline Anne, third daughter of the Rev. Marshall H. Vine, M.A., Rector of S. Mary-le-Bow.

DEATHS.

CHEESMAN—On Aug 15, at Margate, Thomas Cheesman, solicitor, of Gravesend, aged 58.

FRAMPTON—On Aug. 11, John De Kewer Frampton, Esq., barrister-at-law, of 17, Talbot-square, Hyde-park, aged 73.

LONDON GAZETTES.

Winding up of Joint Stock Companies.

FRIDAY, Aug. 14, 1874.

UNLIMITED IN CHANCERY.

National Mutual Shipping Assurance Association.—Creditors are required, on or before Sept 21, to send their names and addresses, and the particulars of their debts or claims, to Mr. George Whiffin Old Jewry. Friday, Nov 6, at 12, is appointed for hearing and, adjudicating upon the debts and claims.

Norwich and Norfolk Provident Permanent Benefit Building Society.—V.C. Hall has, by an order dated Aug 8, appointed Samuel Culley, Guildhall chambers, Norwich, to be official liquidator.

South Essex Railway Company.—V.C. Malins has, by an order dated Aug 6, appointed John Cooper Fitzmaurice, Westminster chambers, Victoria st, to be official liquidator.

LIMITED IN CHANCERY.

Pelotas Coffee Company, Limited.—The M.R. has, by an order dated March 13, appointed Maurice Nelson Girdlestone, Gresham house, Old Broad st, to be official liquidator. Creditors are required, on or before Oct 14, to send their names and addresses, and the particulars of their debts or claims, to the above. Thursday, Nov 5, at 11, is appointed for hearing and adjudicating upon the debts and claims.

Crown Co-operative Society, Limited.—The M.R. has, by an order dated Aug 6, appointed Mr William Joseph White, King st, Cheapside, to be official liquidator. Creditors are required, on or before Oct 1, to send their names and addresses, and the particulars of their debts or claims, to the above. Thursday, Nov 5, at 11, is appointed for hearing and adjudicating upon the debts and claims.

Friendly Societies Dissolved.

TUESDAY, Aug. 11, 1874.

Loyal United Plate Crown and Sheet Glass Cutters' Friendly Society, Angel Inn, Upper Ground st, Surrey. July 31

TUESDAY, Aug. 18, 1874.

Good Fellows' Friendly Society, Waggon and Horses Inn, Ockerhill, Stafford. Aug 10

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, Aug 11, 1874.

Anscombe, James, Speldhurst, Kent, Stone Mason. Oct 29. Gabriel v Anscombe, V.C Hall. Cripps, Tunbridge Wells

Ball, Sir William Keith, Gloucester terrace, Hyde Park. Oct 22. McLeod v Ball, V.C. Hall. Smith, Northumberland st, Charing cross

Bigg, Emma Frances, Tavistock square. Oct 14. Hallen v Mutlow, V.C. Hall. Tattershall, Great James st, Bedford row

Coenen, Richard, Loudoun rd, St John's Wood. Silk Merchant. Sept 29. Taylor v Coenen, V.C. Malins. Smith, Great St Helen's

Copus, Henry, Lea Pale House Lunatic Asylum, Stoke-next-Guildford. Oct 1. Bullen v Copus, M.R. Oliver, King st, Cheapside

Dean, Sarah, Sussex st, Tottenham Court rd. Oct 1. Johnson, v Corneli, M.R. Sykes, St Swithin's lane

Edwards, James, Pentre, Flint, Miller. Oct. Edwards v Edwards, M.R. North, Liverpool

Ender, James, Speenhamland, Berks, Gent. Oct 6. Ender v Henderson, V.C. Malins. Giraud, Furnival's inn, Holborn

Guinand, Celestin, Myddleton square, Watch Manufacturer. Sept 30. Guinand v Huguenin. V.C Malins. Nicholls, Lincoln's inn fields

Hodges, Rebecca, Bowl hill, Redborough, Gloucester. Oct 29. Bizzey v Flight, V.C. Hall. Winterbotham, Stroud

Hole, Thomas, Carhampton, Somerset, Yeoman. Sept 30. Mitchell v Poole, V.C. Malins. Ryland, Lincoln's inn fields

Holland, Georgiana Ellen, Rugby, Warwick. Oct 1. Macan v Holland, V.C. Hall. Radcliffe and Co, Craven st, Strand

Huskisson, William, Swinton st, Gray's inn rd, Manufacturing Chemist. Oct 1. Huskisson v Huskisson, V.C. Hall. Parker, Bedford row

Lamb, William Potts, Millman place, Bedford row, Draper. Oct 17. Stevens v Booth, M.R. Gibbon, Great James st, Bedford row

Leadbitter, Matthew Edward, Low Warden, Northumberland, Gent. Oct 15. Byne v Leadbitter, V.C. Malins. Gibson, Hexham

Newton, Neville, Kensal Green, Publican. Oct 1. Newton v Newton, V.C. Hall. Parker, Bedford row

Phillips, Joseph, Black Raven court, Seething lane, Wine Merchant. Sept 1. Durrant v Withers, M.R. Stuart and Baly, Gray's inn square

Parsons, William, Kingswood, Warwick, Farmer. Oct 1. Chattaway v Horton, V.C. Malins. Clarke, Birmingham

Richard, Thomas, Leith, Edinburgh, Inland Revenue Officer. Sept 29. James v Davies, V.C. Malins. James and Co, Ely place, Holborn

Shum, Trevor Henry, St George's, Gloucester, Major. Oct 15. V.C. Bacon. Turner, King st, Cheapside

Tillett, Abel, Norwich, Gent. Oct 1. Field v Lydall, V.C. Malins. Lydall, Southampton buildings, Chancery lane

Woodman, John, Bristol, Gent. Oct 1. Woodman v Harvey, V.C. Malins. Broad, Bristol

Wright, Ann, Halesowen, Worcester. Sept 30. Head v Phillips, V.C. Malins. Hoberton, Brierley Hill

NEXT OF KIN.

Bell, Rachel, Ackworth Moor Top, York. Oct 29. Motteram v Crossley, M.R.

Martin, Joseph Biggs, Romford, Essex, Farmer. Nov 3. Manley v Martin, M.R.

FRIDAY, Aug. 14, 1874.

Barrell, Justinian, jun, Creswick, Victoria, Gent. resident in England, Oct 1. Clayton v Butler, M.R. Lewin and Co, Southampton st, Strand

Boyd, Francis Bacon, Hastings, Sussex, Clerk in Holy Orders. Oct 22. Boyd v Phillips, V.C Hall. Robinson, Lincoln's inn fields

Chantrell, Robert Dennis, Rottingdean, Sussex, Gent. Oct 20. Chantrell v Chantrell, V.C. Malins. Gadsdon, Bedford row

Crook, Harry, Aylesbury, Buckingham, Draper. Oct 1. Ward v Crook, M.R. Naunton, St Swithin's lane

Edmiston, Charles Spyns, Charing cross, Waterproofer. Oct 1. Edmiston v Waterlow, M.R. Groves, Great George st

Gee, Thomas, Brattertoft Hall, Lincoln, Esq. Oct 1. Gee v Wise, V.C. Hall. Kearsey, Old Jewry

Harmer, James, Norwich, Fruiterer. Sept 30. Morgan v Harmer, V.C. Malins. Gilbert, Norwich

Hodgson, James, Cheadle, Cheshire, Gent. Oct 15. Fielden v Ashworth, V.C. Malins. Mallinson, Manchester

Holl, William, Adelaide rd, Haverstock Hill, Engraver. Oct 1. Holl v Norris-Newman, M.R. Ivimey, Staple inn

Joseph, George, Wilderness row, Goswell rd, Bullion Dealer. Oct 28. Joseph v Mallett, M.R. Poole, Bartholomew close

Parkes, Joseph, Moray rd, Tollington Park, Islington, Hardware Merchant. Oct 1. Parkes v Meyers, V.C. Malins. Boulton, Northampton square

Seed, Benjamin, Longwood, near Huddersfield, York, Oil Manufacturer. Oct 14. Seed v Seed, M.R. Burr, Keighley

Swales, William, Thorpe, York. Oct 22. Adams v Swales, V.C. Hall. Shelton, Wolverhampton

Thorne, John, West Ham, Essex, Salesman. Sept 29. Thorne v Thorne, V.C. Malins. Duffield and Bruty, Tokenhouse yard

Turner, Evan, Dartford, Kent, Timber Merchant. Oct 19. Ross v Turner, M.R. Hayward, Dartford

Warde, Mary Anne, Great Malvern, Worcester. Oct 14. Warde v Aldam, M.R. Jackson, Moreton place, Belgrave rd

TUESDAY, Aug. 18, 1874.

Abraham, Joseph, Bristol, Somerset. Oct 24. David v Abraham, V.C. Malins. Blaxland, Lincoln's inn fields

Corbin, Walter, Somerset House, Strand, Gent. March 1. Corbin v Smith, V.C. Hall. Bridger, King William st

Frebout, Francis, Pitfield st, Hoxton, Licensed Victualler. Sept 30. Huggins v Frebout, V.C. Malins. Watson, Fenchurch st

Harrison, John Newman, Cumberland st, St Luke's. Oct 6. Harrison v Crabb, V.C. Bacon. Thorp, Cranbourne st, Leicester square

Hoyle, John, Manchester, Silk Manufacturer. Sept 24. Caghlan v Offer, at the office of the Registrar, Manchester District

Phelps, Margaret, Chichester, Sussex. Oct 1. Pearce v Pierce, V.C. Malins. Bevan, Philpot lane

Webb, William, Pilcot, Hants, Farmer. Oct 15. Knight v Knight, V.C. Bacon. Pyke and Co, Lincoln's inn fields

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, Aug. 11, 1874.

Adams, William, Highbridge, Somerset, Yeoman. Sept 19. Brice, Burnham
Balmforth, John, Halifax, York, Gent. Oct 1. Norris and Co, Halifax
Bottle, William Eversfield, Dover, Kent, Farmer of Tolls. Sept 29. Knocker, Dover
Bovill, George Hinton, Duke st, Westminster, Esq. Sept 25. Harrison and Co, Bedford row
Bradley, Hannah, Norwood, York. Sept 11. Hartley
Brett, Benjamin, Leeds, Draper's Assistant. Sept 1. Hardwick, Leeds
Chatterton, George, Saltfleetby, Lincoln, Farmer. Sept 1. Allison
Cornford, George, Tyrwhitt rd, Upper Lewisham rd, Wine and Spirit Merchant. Oct 1. Wilson and Co, Copthall buildings
Croston, John, Atherton, Lancashire, Chemist. Oct 1. Part and Co, Wigan
Cruden, William Hunter, Gravesend, Kent, Gent. Sept 19. Matthews, Lincoln's inn fields
Goldsmid, Augustus, Inner Temple, Barrister-at-Law. Oct 1. Inderman, Devonshire terrace, High st
Guy, Abigail, Lewes, Sussex. Oct 12. Hillman, Cliffe, Lewes
Hadfield, Esther, Southport, Lancashire. Sept 19. Toy and Broadbent
Hampson, John, Bidston, Cheshire. Oct 1. Part and Co, Wigan
Inkpen, William, Addiscombe rd, Croydon, Gent. Oct 1. Drummonds and Co, Croydon
Johnson, Mary, Nottingham. Sept 1. Thorpe and Thorpe, Nottingham
Kingdom, Maria, Reading, Berks. Oct 6. Dryland, Reading
Laurence, Charles, Battle, Sussex, Gunpowder Manufacturer. Oct 16. Raper and Ellman, Battle
Marston, Edwin, Coventry, Gent. Oct 1. Twist and Sons, Coventry
Meaker, Thomas, Huntspill, Somerset, Innholder. Aug 27. Poole, Bridgewater
Overall, Samuel, Wixoe Park, Suffolk, out of business. Sept 1. Smith and Fawdon, Bread st, Cheapside
Paddison, James Joseph, St James's st, Gunmaker. Oct 10. Hughes and Sons, Chapel st, Bedford row
Pratt, Richard Frederick, Highfield, Sedlescomb, Sussex, Esq. Oct 10. Raper and Ellman, Battle
Pulford, Robert, Ember grove, Surrey, Gent. Sept 29. Elliott, Verulam buildings, Gray's inn
Rose, Hermann Christopher, Woodford, Essex, Gent. Sept 26. Child, Paul's Bakehouse court, Doctors' commons
Slater, William, Kidderminster, Worcester, Accountant. Aug 31 S Talbot, Kidderminster
smith, Ann, Waltham St Lawrence, Berks. Oct 10. Darvill and Co New Windsor
Stringer, James, Warrington, Lancashire, Carter. Oct 1. Ashton and Woods, Warrington
Thickins, Rev William, Keresley House, Warwick, Oct 6. Twist and Sons, Coventry
Waterman, Charles, The Elms, Ealing. Oct 1. Munton and Morris, Lambeth hill, Queen Victoria st
Willemer, Robert, Southminster, Essex, Innkeeper. Sept 29. Crick. and Freeman, Maldon

FRIDAY, Aug. 14, 1874.

Bailey, Dame Mary Anne, Belgrave square. Oct 12. Berry, Motcombe st
Barker, Frances, The Edge, near Sheffield. Oct 1. Brown and Son, Sheffield
Barker, Thomas Rawson, The Edge, near Sheffield, Lead Merchant. Oct 1. Brown and Son, Sheffield
Blackmore, James, Bathpool, Somerset, Gent. Oct 10. Woodland, Taunton
Claridge, Daniel, Coventry, Licensed Victualler. Oct 14. Hughes, Coventry
Clegg, Abraham, Northwingfield, Derby, Colliery Contractor. Nov 20. Gratton, Chesterfield
Cook, Silas Kemball, Greenwich, Kent. Sept 15. Baker and Nairne, Crosby square, London
Cooke, Tilden, sen, Asburnham, Sussex, Gent. Oct 14. Martin, Battle
Cotman, Eleanor, Croydon, Surrey. Oct 1. Rowland, Croydon
Cottrill, Mary Elizabeth, Handsworth, Stafford. Sept 29. Griffin, Birmingham
Dalton, Samuel, Swaffham, Norfolk, Esq. Oct 11. Hansell, Norwich
Dobson, Benjamin, Southport, Lancashire, Esq. Nov 1. Gastrell, Lincoln's inn fields
Dufton, Rev John, Bredfield, Suffolk. Oct 3. Welton, Woodbridge
Gardner, Charles William, Addiscombe, Surrey, Gent. Oct 1. Rowland, Croydon
Goldsmid, Augustus, Inner Temple, Barrister-at-Law. Oct 1. Croydon Indermaur, Devonshire terrace, High st, St Marylebone
Good, John, Clissold rd, Stoke Newington, Gent. Sept 26. Townley and Gard, Gresham buildings, Basinghall st
Gosling, Edward Cyrus, Charlton, Kent, Architect. Sept 7. Whale, Woolwich
Halligan, Thomas, H.M. Treasury, Whitehall, Office Keeper. Nov 2. Poole, Bartholomew close
Harris, Alfred, Walton square, Kennington, Carpenter. Sept 10. Perry, Guildhall chambers, Basinghall st
Harrold, Charles, Charles square, Hoxton, Carpenter. Oct 1. Barker, St Michael's House, Cornhill
Harward, Eliza, Albany rd, Camberwell. Oct 12. Watkins, Bush lane
Judd, John, sen, King's Lynn, Norfolk, Yeoman. Oct 10. Webber, jun, Upwell
Kingdon, Maria, Reading, Berks. Oct 6. Dryland, Reading
Lalor, John, Rosherville, Kent, Comptroller H M. Customs. Sept 10. Hart, Gravesend
Legg, Thomas, Allington, Dorset, Brewer. Sept 29. Loggin, Bridport,
Mitchell, Mary, Cheltenham, Gloucester. Sept 7. Smith, Cheltenham
Morgan, Morgan, Treasaw, Grocer. Aug 17. Powell, Pontypridd
Newby, George, Blackfriars rd, Licensed Victualler. Oct 1. Fry and Hudson, Mark lane
Prosser, John Saville, Ealing, Middlesex, Gent. Sept 15. Cutcliffe, jun, Cornhill
Schmelzer, Maria Anna, Selwood place, Brompton. Sept 12. Kaye and Rogers, Knightrider st, Doctors' Commons
Stooks, Rev Thomas Fraser, Baker st, Portman square. Oct 1. Clarke and Co, Gresham House, Old Broad st
Taylor, John, Heaton Norris, Lancashire, Innkeeper. Sept 29. Brown, Stockport
Todd, Frances Maria, Widow, Winchmore hill. Sept 29. Park and Co, Essex st, Strand
Tomlinson, William, Longton, Stafford, Grocer. Aug 27. Hollingshead, Tunstall
Turner, Thomas Lines, Westbromwich, Stafford, Licensed Victualler. Oct 29. Cottrell, Birmingham
Watson, Robert, Inverness rd, Bayswater, Esq. Sept 24. Stocken and Jupp, Lime st square
Whincopp, William, Woodbridge, Suffolk, Wine Merchant. Sept 14. Rowley, Birmingham
Woodland, Charles, Lieut Col, Taunton, Somerset. Oct 24, Woodland, Taunton
Wyatt, John, Surgeon Major, Coldstream Guards. Oct 10. Kendall and Congreve, Union Bank chambers

TUESDAY, Aug. 13, 1874

Bagnell, Elizabeth, Eydon, Northampton. Sept 30. Kilby and Son, Banbury
Brown, Maria, Cheshunt, Herts. Oct 1. Hough, Carlisle
Catterall, James, Preston, Lancashire, Gent. Oct 1. Catterall, Preston
Clark, George Pigg, Auctioneer, Wynne rd, Brixton. Sept 30. Smith and Co, Bread st, Cheapside
Dawson, John, Old st, St Luke's, Mangle Manufacturer. Sept 29. Berkeley, South square, Gray's inn
Graham, William, Beverley, York, Yeoman. Oct 1. Silvester, Beverly
Greenwood, James, Accrington, Lancashire, Gardener. Sept 16. Whalley, Accrington
Griffith, Elizabeth Potter, St John's Wood Park. Sept 29. Paine and Layton, Gresham House, Old Broad st
Groves, Thomas, Charlton, Kent, Esq. Sept 19. Kearsey, Old Jewry
Hately, Elizabeth, Lymm, Cheshire. Sept 21. Charnley and Co, Preston
Hill, Henry, Little Drayton, Salop, Retired Valet. Sept 8. Pearson, Market Drayton
Hought, Richard, Moor Town, York, Farmer. Oct 10. Bainton, Beverley
Kinneir, Richard, Crickdale, Wilts. Oct 1, Kinneir and Tombs, Swindon
Lea, Thomas, Park Villo, Highgate, Esq. Sept 23. Shephard, College st, College hill
Lascombe, Henry Albert, Andover, Hants, Solicitor. Nov 1. Smith, Andover
Lovatt, Margaret, Everton, near Liverpool. Sept 18. Laces and Co, Liverpool
McKenna, John, Lancaster rd, Notting Hill, Surgeon. Oct 1. Turner, King st, Cheapside
Midgley, John, Birkenhead, Cheshire, Veterinary Surgeon. Oct 14. Downhams, Birkenhead
Morgan, Thomas, Priory Mains, Pembroke, Lime Burner. Oct 15. Blink, King st, Cheapside
Nelson, Arthur Wellesley, Fellowes rd, Eton Park, Esq. Sept 18. Stokes, Chancery lane
Quarmby, Sarah, Halifax, York. Sept 15. Longbottom, Halifax
Randall, Richard, Brandram rd, Lee, Esq. Oct 31. Barnes and Bernard, Great Winchester st
Rusbridge, William, Sidlesham, Sussex, Yeoman. Sept 29. Sowton
Rush, Edward, Austin Friars, Gent. Oct 1. Lovell and Co, Gray's inn square
Rush, John Roger, Austin Friars, Gent. Oct 1. Lovell and Co, Gray's inn square
Wadsworth, Nathan, Rochdale, Lancashire, Stone Mason. Sept 15. Longbottom, Halifax
Wakeman, Ann, Drake's Cross, Worcester. Sept 7. Assinder, Birmingham
Walker, James, Bramley, Leeds, Gent. Oct 1. Chadwick and Sons, Dewsbury
Weston, John, St Mary Axe, Italian Warehouseman. Aug 31. Rivington and Son, Fenchurch buildings

Bankrupts.

TUESDAY, Aug. 11, 1874.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in the Country.

Bentham, John, Bradford, York, Salesman. Pet Aug 7. Robinson. Bradford, Aug 25 at 1
Patch, Alfred, Martock, Somerset, Brewer. Pet Aug 6. Batten. Yeovil Aug 21 at 10
Stott, Annie, Levenshulme, near Manchester. Pet Aug 7. Hulton, Manchester, Aug 27 at 9.30

FRIDAY, Aug. 14, 1874.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debt to the Registrar.

To Surrender in London.

Toppin, Edward, Strand, Auctioneer. Pet Aug 12. Pepys. Aug 28 at 12

To Surrender in the Country.

Buttifant, Josiah, Norwich, Accountant. Pet Aug 6. Cooke. Norwich, Aug 25 at 12
Cocks, William Henry, Woolwich, Kent, Licensed Victualler. Pet Aug 11. Farnfield. Greenwich, Aug 28 at 2
Collingwood, Robert Gordon, Irton, Cumberland, Clerk in Holy Orders. Pet Aug 12. Kelvity. Whitehaven, Sept 2 at 11
Fortnam, Thomas, Callow Hill, Worcester, Farmer. Pet Aug 10. Butcher. Birmingham, Sept 8 at 12
Harris, William, Blockley, Worcester, Innkeeper. Pet Aug 11. Fortescue. Banbury, Aug 26 at 12

Klugmann, Nathan, Manchester, Dealer in Fancy Jewelry. Pet Aug 11. Hulton. Salford, Aug 26 at 11

Lloyd, Edward, and James Statham, Liverpool, Timber Merchants. Pet Aug 10. Watson. Liverpool, Aug 26 at 2

Stubbs, Ralph, Bridlington, Yorkshire, Bootmaker. Pet Aug 10. Woodall. Scarborough, Aug 31 at 10

Thompson, Joseph, St George's, Gloucester, Mason. Pet Aug 8. Harley. Bristol, Aug 31 at 12

Thrane, Frederick Christopher, Newcastle-upon-Tyne, Shipbroker. Pet Aug 11. Mortimer. Newcastle, Aug 27 at 11.30

Weaver, Henry, Manchester, Wine Merchant, Pet Aug 12. Hulton. Salford, Aug 26 at 11

TUESDAY Aug. 18, 1874.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debt to the Registrar.

To Surrender in London.

Blake, James, Graham rd, Dalton, Stone Mason. Pet Aug 11. Hazlitt. Sept 3 at 11

Cunninghame, Edward Augustus Thurlow, Bart. Pall Mall place, Bart. Pet July 3. Roche. Sept 1 at 11

Joyce, George Downs, Leman st, Whitechapel, Hat Manufacturer. Pet Aug 14. Hazlitt. Sept 10 at 12

Sidwell, John Simkin, Citizen rd, Holloway, Pawnbroker. Pet Aug 14 Hazlitt. Sept 3 at 11.30

Tibbitt, John, jun, Kings and, Builder. Pet Aug 14. Hazlitt. Sept 10 at 11

To Surrender in the Country.

Avery, James, Basingstoke, Southampton, Coal Merchant. Pet Aug 8. Gunner. Southampton, Sept 4 at 12

Bateson, Christopher, Middlesborough, Yorkshire, Innkeeper. Pet Aug 12. Crosby Stockton-on-Tees, Aug 28 at 12.30

Corbett, Thomas G., Oldham, Lancashire, Innkeeper. Pet Aug 13. Tweedale. Oldham, Aug 31 at 11

Cumming, Frederick John, Herne Bay, Kent, Gent. Pet Aug 14. Callaway. Canterbury, Sept 4 at 2

Furnivall, William, Earlsdon, Warwick, Veterinary Surgeon. Pet Aug 13. Kirby. Coventry, Aug 31 at 12

Green, Henry, Uttoxeter, Stafford, Grocer. Pet Aug 12. Hubbersty. Burton-upon-Trent, Sept 2 at 11

Hall William, Great Grimsby, Lincoln, Leather Seller. Pet Aug 14. Daubney. Great Grimsby, Sept 4 at 11

Hawkes, Dennis, Chesterton, Cambridge, Cattle Dealer. Pet Aug 7. Eaden. Cambridge, Sept 12 at 12

Hicks, Frederick, Tresco, Scilly Islands, Innkeeper. Pet Aug 15. Chilcott. Truro, Aug 29 at 11.30

Howitt, William Oliver, Nottingham, Lace Manufacturer. Pet Aug 14. Patchitt. Nottingham, Aug 29 at 10

Starmer, E , Lichfield, Stafford, Shoemaker. Pet Aug 10. Clarke. Walsall, Sept 1 at 1.30

BANKRUPTCIES ANNULLED.

TUESDAY, Aug 11, 1874.

Courtenay, Edwin Baldwin, Ryder st, St James. Aug 7

FRIDAY, Aug. 14, 1874.

Robinson, Robert, Newington green. Aug 6

Benham, Joseph, Markham st, Chelsea. Aug 6

TUESDAY, Aug. 18, 1874.

Grouse, Emanuel, South row, Golden square, Draper. Aug 15

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Aug. 14, 1874.

Adams, Joseph, Etruria, Stafford, Draper. Aug 19 at 3.30 at offices of Turner, Albion st, Hanley

Alderwick, George, Stroud, Gloucester, Boot Maker. Aug 31 at 11 at offices of Witchell, Lansdown, Stroud

Baxter, Joseph, Bradford, York, Salesman. Aug 27 at 10 at offices of Rendells, Tyrrel st, Bradford

Bellhouse, William, Rochdale, Lancashire, Shopkeeper. Aug 26 at 3 at offices of Standring, Butts, Rochdale

Blake, Joseph, Doncaster, York, Tobacconist. Aug 27 at 11 at offices of Atkinson, St George gate, Doncaster

Blyth, Robert James, and Charles George Blyth, Bury st, St Mary axe, Warehousemen. Aug 27 at 12 at offices of Lawrance and Co, Old Jewry chambers

Brown, George, Lofthouse, York, Wine Merchant. Aug 31 at 11 at the King's Head Hotel, Market place, Darlington. Dale, York

Channing, Thomas Edward Irish, Ashburton grove, Holloway, Builder. Aug 25 at 2 at the Guildhall Tavern, Gresham st. Pittman, Guildhall chambers, Basinghall st

Cooper, Herbert Edlyne Laycock, Joseph Henry Cooper, and Gilbert Gossop, Sheffield, York, Engineers. Aug 22 at 12 at offices of Tattershall, Queen st, Sheffield

Cran, John, Essex rd, Islington, Doctor. Aug 22 at 12 at offices of Innes and son, Fenchurch st

Caley, Ellen, and Anne Jones, Rhyl, Flint, Lapidaries. Aug 24 at 4 at offices of Roose and Price, North John st, Liverpool. Williams, Rhyl

Del Banco, Julius Cesar, Kingston-upon-Hull, Commission Agent. Aug 24 at 3 at offices of Chambers, Scale lane, Kingston-upon-Hull

Disney, Henry Cathro, Morley Park Ironworks, Derby, Ironmaster. Sept 4 at 11 at offices of Eddowes, Albert st, Derby

Edwards, Griffith, Hulme, Lancashire, Tailor. Sept 7 at 11 at offices of Mann, Marsden st, Manchester

Grant, Thomas, Chepstow, Monmouth, Minister. Sept 1 at 12 at offices of Griffiths and Son, Beaufort square, Chepstow. Lloyd

Hall, John Edward, Hackney rd Grocer. Sept 2 at 3 at offices of Jones and Co, Queen st, Cheapside

Harrington, James, Filey, York, Cab Driver. Aug 28 at 3 at offices of Cooper, Market place, Bridlington

Helland, James Thomas, Pitfield st, Hoxton, Upholsterer. Aug 29 at 10.15 at 10, Pitfield st, Hoxton. Hicks, Annis rd, South Hackney

Holloway, Stephen, Bath, Tobacconist. Aug 28 at 12 at offices of Doyle and Edwards, Carey st, Lincoln's inn

Houlgsworth, Joseph, and Frederick Briddon, Ardwick, Manchester, Yarn Dyers. Aug 31 at 3 at offices of Bellhouse, Dickinson st, Manchester

James, James, Tanrallt, Cardigan, Butcher. Aug 29 at 11 at offices of Jones, Pier st, Aberystwith

Jenkinson, John Nicholl, Halifax, York, General Dealer. Aug 26 at 3 at offices of Longbottom, Waterhouse st, Halifax

Jugyon, Walter, New Barnet, Herts, Coach Builder. Aug 28 at 11 at offices of Denton and Co, Gray's inn square

Levi, Joseph, Birmingham, Tailor's Manager. Sept 1 at 11 at the King's Head Hotel, Worcester st, Birmingham

Lewis, David John, Aberystwith, Cardigan, Joiner. Aug 26 at 3 at offices of Jones, Pier st, Aberystwith

Lowe, William, Derby, Dyer. Sept 1 at 2 at offices of Moody, Corn market, Derby

Mansell, Charles, Birmingham, Baker. Aug 27 at 12 at offices of Jelf, Newhall st, Birmingham

Matfin, William, Newcastle-upon-Tyne, Innkeeper. Aug 27 at 11 at offices of Falconer, Clayton st, Newcastle-upon-Tyne. Benning, Newcastle

McGorian, Andrew James, Liverpool, Chemist. Aug 28 at 2 at offices of Smith, Corfe' buildings, Preeson's row, Liverpool

Mitchell, Daniel, Worcester, Upholsterer. Aug 25 at 12 at offices of Corbett, Avenue House, The Cross, Worcester

Monkhouse, William James, Liverpool, Tobacco Manufacturer. Aug 28 at 2 at offices of Forrest, Fenwick st, Liverpool

Nokes, James, Halstead, Essex, Grocer. Sept 8 at 10 at offices of Cardinall, Halstead

North, George William, Hart st, Wood st, German Goods Importer. Aug 31 at 3 at the Guildhall Tavern, Gresham st

Oldfield, Samuel Edward, Rotherham, York, Barber. Aug 29 at 12 at offices of Badgers and Rhodes, High st, Rotherham

Paris, Pierre Paul, Pond st, Hampstead, Licensed Victualler. Aug 28 at 2 at offices of King, Bitchin lane

Penn, Thomas Sharman, Earl's Barton, Northampton, Shoe Manufacturer. Aug 27 at 3 at offices of Becae, Market square, Northampton. Rice, Northampton

Pickering, Dan John, George yard, Lombard st, Stock Dealer. Aug 28 at 11 at offices of Mardon, Chapel place, Poultry

Rawson, Samuel, and Thomas Rawson, Aston, Warwick, Fruit Merchants. Aug 26 at 12 at the Hen and Chickens Hotel, New st, Birmingham. Hawkes, Birmingham

Reacher, George, East Retford, Nottingham, Builder. Aug 31 at 12 at offices of Newton and Jones, East Retford

Reed, William, Birmingham, Billiard Marker. Aug 26 at 3 at offices of Jaques, Cherry st, Birmingham

Regan, Henry, Bristol, Fishmonger. Aug 22 at 11 at offices of Essery, Guildhall, Broad st, Bristol

Shaw, Thomas Frederick Augustus, Buccleugh rd, West Dulwich, Builder's Foreman. Aug 24 at 12 at offices of Lewis, Chancery lane. Long

Skoines, Henry, Argyle st, King's Cross, Contractor. Aug 31 at 3 at offices of Stokes, Chancery lane

Smith, Alfred, Holland terrace, St. Mary's rd, Hornsey, no occupation. Aug 31 at 1 at offices of Cattlin, Guildhall yard

Smith, John, Swinton Bridge, York, Builder. Aug 26 at 12 at the Prince of Wales Hotel, Misbro'. Favell

Smith, Oswald Fris, Kingston-upon-Hull, Corn Merchant. Aug 27 at 11 at offices of Hearfield, Old Exchange buildings, Kingston-upon-Hull

Stamper, Joseph, Warton-with-Lindeth, Lancashire, Tailor. Aug 27 at 2 at offices of Cunliffe and Watson, Winckley st, Preston

Stanford, Thomas, Sedgley, Stafford, Horsedealer. Aug 25 at 3 at offices of Dallow, Queen square, Wolverhampton

Stebbs, William, Nottingham, Clerk. Aug 28 at 3 at offices of Gretton, Corn Market, Derby

Stokes, Benjamin, Hare st Mill, Bethnal Green, Elastic Web Manufacturer. Aug 26 at 11 at the White Hart Hotel, Leicester. Mardon, Chapel place, Poultry

Stovold, Henry, Portsea, Hants, Butcher. Aug 26 at 3 at offices of Wainscot, Union st, Portsea. Blake, Portsea

Stratford, Joseph, Fulham rd, Brompton, Cook. Sept 4 at 3 at the Guildhall Tavern, Gresham st. Clark and Scholes, King st, Cheapside

Street, Atkin Smith, Bradford, Lancashire, out of business. Aug 28 at 11 at offices of Hardy, St James's square, Manchester

Street, Atkin Smith, and John Seddon, Openshaw, Lancashire, Builders. Aug 28 at 3 at offices of Hardy, St James's square, Manchester

Tamblyn, Richard, Red Hill st, Regent's Park, Corn Merchant. Aug 31 at 2 at offices of Turner, King st, Cheapside

Tatham, Samuel Harpham, Kingston-upon-Hull, Boot Maker. Aug 24 at 3 at offices of Summers, Manor st, Kingston-upon-Hull

Taylor, Charles, Richmond terrace, Shepherd's Bush, out of business. Aug 24 at 10 at the Victoria Tavern, Morpeth rd, Victoria Park. Steadman, Coleman st

Taylor, Jonas, Bradford, York, Painter. Aug 17 at 10 at offices of Rhodes, Duke st, Bradford.

Taylor, Joseph, Leeds, Shoe Manufacturer. Aug 24 at 12 at offices of Ward and Son, Bank st, Leeds

Taylor, Samuel Jenner, Monkwell st, Shoe Manufacturer. Aug 25 at 2 at 2 Circus place, Finsbury. Watson, Guildhall yard

Thorneloe, John, Birmingham, Hairdresser. Aug 26 at 3 at offices of Parry, Bennett's hill, Birmingham

Tippet, Henry Grendon, Manchester, Merchant. Sept 1 at 3 at offices of Sale and Co, Booth st, Manchester

Todd, Edward, Dover, Kent, Licensed Victualler. Sept 2 at 4 at offices of Mowll, Castle st, Dover

Toppin, Edwin, Gloucester crescent, Camden Town, out of business. Aug 24 at 1 at offices of Dixon and Co, Bedford row

Umpleby, Thomas, Aspley, nr Huddersfield, Draper. Aug 28 at 4 at offices of Barker and Sons, Estate buildings, Huddersfield

Waring, William, Farnworth, Lancashire, Coal Dealer. Sept 2 at 11 at offices of Beasley and Oppenheim, Hardshaw st, St Helen's

Winstanley, William, Wigan, Lancashire, Furniture Dealer. Sept 3 at 11 at offices of Byrom, King st, Wigan

Wright, Benjamin, Stilton, Huntingdon, Veterinary Surgeon. Aug 28 at 12 at the Wentworth Hotel, Peterborough

Wright, Francis, Ashover, Derby, out of business. Aug 26 at 11 at the Angel Hotel, Chesterfield. Potter, Derby

Wright, William, Boston, Lincoln, no occupation. Aug 25 at 11 at offices of Dyer, Church lane, Boston

TUESDAY, Aug 18, 187 .

Abbott, Robert, Newport, Isle of Wight, Innkeeper. Sept 2 at 11 at offices of Hooper, Newport

Alexander, Ebenezer, Longsight, near Manchester, Book Keeper. Sept 3 at 3 at offices of Horner, Old Corn Exchange, Hanging Ditch, Manchester

Attaway, Samuel, Sittingbourne, Kent, Butcher. Sept 14 at 11 at offices of Gibson, High st, Sittingbourne

Benlton, John, Barrow st, Islington, Needle Maker. Aug 24 at 1 at 35, Hatton garden

Bradshaw, James, jun, Witton, Cheshire, Rope Manufacturer. Sept 10 at 11 at offices of Fletcher, Northwich

Brady, Edwin, Margate, Kent, Lodging house Keeper. Sept 12 at 12 at the East Cliff Hotel, Northumberland rd, Margate. Cooper, Charing cross

Brooke, Philip Richard. Percy terrace, Fulham, out of business. Aug 26 at 3 at offices of Goatly, Bow st, Covent Garden

Brown, Henry, Bromell's buildings, Clapham, Grocer. Sept 7 at 3 at offices of Downs, Moorgate st chambers. Dodd

Brown, Matthew, Liverpool, Provision Dealer. Sept 2 at 3 at offices of Nordon, Cook st, Liverpool

Callaghan, Matthew Mark, Frome, Somerset, Instructor of Musketry. Sept 3 at 1 at offices of McCarthy, King st, Frome

Carruthers, Hugh, Liverpool, Provision Merchant. Aug 31 at 11 at offices of Etty, Lord st, Liverpool

Chadband, Henry, Burntwood, Stafford, Miner. Aug 31 at 11 at offices of Stanley, Bridge st, Walsall

Cole, Thomas George, Brunswick Works, All Saints, Poplar, Hemp Merchant. Aug 27 at 3 at offices of Nind, St Benet place, Gracechurch st

Coleman, James, Warrender rd, Junction rd, Holloway, Builder. Sept 10 at 2 at offices of Tilley and Liggins, Finsbury place South

Cooper, Frederick, Westall rd, Camberwell, no occupation. Sept 4 at 3 at the Crown Hotel, Southampton. Cattlin, Guildhall yard

Copestake, Spencer, Fenton, Stoke-upon-Trent, Stafford, Grocer. Aug 27 at 11 at the Copeland Arms Hotel, Stoke-upon-Trent

Crofts, Henry Only, Hyde rd, Hoxton, Confectioner. Aug 31 at 11 at offices of Holmes, Southampton st, Bloomsbury square

Duckworth, Joseph and Thomas Hindle, Liverpool, Builders. Sept 2 at 3 at offices of Barrell and Rodway, Lord st, Liverpool

Ellis, John, Kingston-upon-Hull, Corn Merchant. Aug 29 at 11 at offices of Summers, Manor st, Kingston-upon-Hull

Fairclough, Robert Salisbury, Liverpool, Boot Maker. Sept 2 at 3 at offices of Ritson, Dale st, Liverpool

Foat, Stephen Read, Ramsgate, Kent, Carrier. Aug 28 at 12 at 1, York st, Ramsgate. Edwards

Franklin, William, Stokenchurch, Oxford, Farmer. Aug 28 at 11 at the George Hotel, Aylesbury. Rooks and Co, King st, Cheapside

Frost, James William, Aberdare, Glamorgan, Horse Dealer. Aug 28 at 12 at offices of Beddoe, Aberdare

Gallewskie, David, Sunderland, Durham, Jeweller. Aug 28 at 3 at offices of Bentham, Lambton st, Sunderland

Gaunt, Eli, Morley, York, Draper. Sept 1 at 3 at offices of Mossman and Haley, Horton rd, Bradford

Green, George, Aylesbury, Buckingham, Boot Maker. Sept 8 at 12 at offices of Reader, Gray's inn square

Grove, William, Kingston-on-Thames, Surrey, Printer. Aug 31 at 2 at offices of Bradley, Mark lane

Haden, Edward Cresswell, Wandsworth, Surgeon. Sept 9 at 2 at offices of Jones, Bank buildings, Wandsworth

Harding, William, Egerton rd, Greenwich, Clerk. Aug 31 at 3 at the Portland Hotel, Greenwich. Elmslie and Co, Leadenhall st

Hargreaves, James Henry, Manchester, no occupation. Sept 9 at 11 at offices of Simpson, Brazennose st, Manchester

Hewlett, Agnes, and Henry William Hewlett, Bristol, Hatters. Aug 27 at 11 at offices of Essery, Guildhall, Broad st, Bristol

Hill, George, Swansea, Glamorgan, Grocer. Aug 27 at 3 at offices of Clifton and Woodward, Wind st, Swansea

Hopper, George, John Ingledew Hopper, and James Radcliffe, Seaham Harbour, Durham, Iron Manufacturers. Sept 2 at 1 at offices of Gillespie and Co, Royal arcade, Newcastle-upon-Tyne

Horsfall, William Christian, and Thomas Moses Wyrill, Bradford, York, Stuff Merchants. Aug 20 at 10.30 at offices of Wood and Killick, Commercial Bank buildings, Bradford

Houldsworth, Joseph, and Frederick Briddon, Manchester, Yarn Dyers. Aug 31 at 3 at offices of Bellhouse, Dickinson st, Manchester

Jones, Elias, Canterbury rd, Kilburn, Cowkeeper. Aug 29 at 10 at offices of Goatly, Westminster bridge rd

Kenrick, William Atwill, Fiskerton, Lincoln, Cattle Dealer. Aug 31 at 10 at offices of Clitherow, Horncastle

King, Jonathan Charles, Cleveland st, Assembly Rooms Proprietor. Aug 26 at 2 at offices of Watson, Guildhall yard

Knott, George, Golden lane, St Luke's, Glass Manufacturer. Aug 27 at 2 at offices of Ager, Barnard's inn, Holborn. Padmore, Barnard's inn

Lancaster, Thomas Smith, Shrewsbury, Salop, out of business. Aug 29 at 2 at the Grove Inn, Belle vue, Salop

Lawrance, William, Cheshunt, Farmer. Aug 27 at 12 at offices of Kisley and Stoker, Gray's inn square

Lloyd, Jane, Ystrad, Glamorgan, Grocer. Sept 2 at 2.30 at the Institute chambers, Pontypridd

MacPherson, Alexander, Neath, Glamorgan, Draper. Sept 1 at 1 at Duke st, Bloomsbury. Leyson, Neath

MacTavish, Tavish, Gloucester, Travelling Draper. Sept 3 at 3 at the Railway and George Hotel, Bristol

Mander, William Henry, Sheffield, File Manufacturer. Aug 28 at 3 at offices of Crang, Queen st, Sheffield

Martin, Richard, Darlington, Durham, Builder. Aug 29 at 11 at the Fleece Hotel, Darlington

Mountford, George, jun, Ecclesall, Sheffield, Scythe Manufacturer. Sept 2 at 12 at offices of Fernell, St James st, Sheffield

Newton, Dionysius, Lazonby, Cumberland, Miller. Sept 3 at 2 at offices of Armson

Peacock, Richard, Newcastle-upon-Tyne, out of business. Aug 31 at 3 at offices of Sewell, Grey st, Newcastle-upon-Tyne

Perry, John, Birmingham, Boot Dealer. Sept 3 at 3 at offices of Wilson, Bennett's hill, Birmingham. Simmons, Birmingham

Pugh, William Rice, Sevenoaks, Kent, Linen Draper. Sept 1 at 11 at the Crown Hotel, Sevenoaks. Holcroft and Co

Pye, Alfred, Lakenham, Norwich, Commercial Traveller. Aug 28 at 11 at offices of Stanley, Bank plain, Norwich

Riley, George, Liverpool, Lancashire, out of business. Sept 11 at 3 at offices of Lowe, Castle st, Liverpool

Roodhouse, Samuel, Leeds, Grocer. Aug 28 at 11 at offices of Pullan, Bank chambers, Park row, Leeds

Shepherd, Richard Stephenson, Bradford, York, Cotton Warp Sizer. Aug 29 at 10 at offices of Peel and Gaunt, Chapel lane, Bradford

Simon, Aaron, South Shields, Durham, Jeweller. Aug 31 at 3 at offices of Joel, Newgate st, Newcastle-upon-Tyne

Simpson, Philip Blythe, Little Chester, Derby, out of business. Aug 29 at 10.30 at offices of Tweed, Lincoln

Simpson, William, Todmordon, Lancashire, Ironmonger. Sept 1 at 3 at the Wheat Sheaf Hotel, Fennel st, Manchester. Standring, Rochdale

Smallpiece, George Molineux, The Grove, Hammersmith, Clerk. Sept 10 at 2 at the Guildhall Tavern, Gresham st. Elam, Walbrook

Smith, Henry James, Denman st, Golden square, Journeyman Decorator. Aug 28 at 1 at offices of Goatly, Bow st, Covent Garden

Spencer, John, jun, Cuckoo Stone Grange, Derby, Farmer. Aug 31 at 11 at offices of Potter, All Saints' chambers, Derby

Stokes, Epoch, Shrewsbury, Salop, Farmer. Sept 3 at 11 at offices of Morris, Swan hill, Shrewsbury

Tear, Henry, Lower Sydenham, Bookseller. Sept 3 at 2 at offices of Nash, Queen Victoria st

Thomas, Joshua, Birmingham, Tailor. Sept 1 at 3 at offices of Maher and Poncia, Temple st, Birmingham

Thompson, John, Haswell lane, Durham, Grocer. Aug 31 at 12 at offices of Wright, John st, Sunderland

Vose, William, Lugsdale, Widnes, Lancashire, Iron Moulder. Sept 7 at 1 at offices of Beasley and Oppenheim, Hardshaw st, St Helen's

Wake, William, Middlesborough, York, Butcher. Aug 28 at 3 at offices of Graham, Exchange chambers, Ramsgate, Stockton-on-Tees

Walkem, Charles Jeffries, Bridgewater, Somerset, Grocer. Aug 31 at 12 at offices of Smith and Boyle, High st, Bridgewater

Whall, John, Worksop, Nottingham, Attorney. Aug 31 at 2.30 at the Corn Exchange, Worksop. Broomhead and Co